

FRED A. KAYLOR and	:	IN THE
MARGARET A. KAYLOR, his wife,	:	CIRCUIT COURT
Route 9, Box 361,	:	
Pasadena, Maryland	:	
Complainants	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
ARTHUR L. WALLACE and	:	
RUTH WALLACE, his wife,	:	NO. 11,986 EQUITY
416 Edgewood Street,	:	
Baltimore 29, Maryland	:	
Respondents	:	
	:	
	:	
	:	
	:	

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Fred A. Kaylor and Margaret A. Kaylor, his wife, by John Demyan, Jr. and Louis M. Strauss, their solicitors, respectfully represent:

1. That by deed dated November 15, 1955, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. No. 980, folio 481, a certain lot of ground containing 0.54 acres more or less, was conveyed to your Complainant, Fred A. Kaylor and Arthur L. Wallace as tenants in common, the original of said deed is filed herewith as "Complainant's Exhibit No. 1" and prayed to be taken as a part hereof.

2. That by deed dated August 13, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 956, folio 149, a certain parcel of ground was conveyed to Fred A. Kaylor and Margaret A. Kaylor, his wife, as tenants by the entireties, whereby they received a one-half undivided interest therein, together with Arthur L. Wallace and Ruth Wallace, his wife, who acquired the remaining one-half undivided interest therein from Hugh K. Holmes, Trustee, and recorded as aforesaid, a certified copy of said deed is filed herewith as "Complainant's Exhibit No. 2" and prayed to be taken as a part hereof.

3. That your Complainants are tenants in common with the Respondents herein as to the undivided interest in the properties mentioned in paragraphs one and two of this Bill of Complaint and because of the nature of the property and improvements thereon the said properties are not susceptible of partition in kind between the parties hereto without loss or injuries to their respective interests therein.

4. That it will be for the best interest and advantage of all parties that the said real estate be sold and the proceeds thereof divided among them

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according to their respective interests.

WHEREFORE YOUR COMPLAINANTS PRAY:

(a) That this Honorable Court pass a decree for the sale of the property herein mentioned, and that the monies arising from such sale be divided among the parties according to their respective interest and rights.

(b) That Trustee or Trustees be appointed to make said sale, receive the purchase price and to convey the property to the purchaser or purchasers thereof upon ratification of the sale.

(c) That your Petitioners be allowed to run notice to creditors according to Law and the Rules to Court, if any be required.

(d) That your Complainants may have such other and further relief as the nature of their case may require.

AND AS IN DUTY BOUND, etc.

Fred A. Kaylor
Fred A. Kaylor

Margaret A. Kaylor
Margaret A. Kaylor

John Denyan, Jr.
John Denyan, Jr.

Louis M. Strauss
Louis M. Strauss

Solicitors for Complainants

This deed, made this 15th day of Nov. in the year one thousand nine hundred and fifty five, by and between John V. Oetken and Beatrice A. Oetken, his wife, parties of the first part, and Fred A. Kaylor and Arthur L. Wallace, parties of the second part.

Witnesseth, that in consideration of the sum of Ten Dollars (\$10.00), the receipt of which is acknowledged, and other good and valuable considerations, the said parties of the first part do grant and convey unto the said parties of the second part their heirs and assigns, in fee simple as tenants in common; all that parcel of ground in the Third Election District of Anne Arundel County, State of Maryland; and described as follows:

Beginning for the same on the Northeast side of Ritchie Highway at the distance of 763.70 feet Northwesterly from a point where the Northeast side of said Highway intersects the South 54 degrees 15 minutes East 46½ perches line described in a deed from Phil. Tuck to Robert L. Pumphrey, dated February 15, 1900, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 16, folio 412, etc., and at the Northwest corner of a lot of ground recently conveyed by Louis E. Pumphrey to James Musto, thence North 35 degrees 02 minutes West binding on the Northeast side of Ritchie Highway, 100 feet, thence North 54 degrees 58 minutes East 177.60 feet to the center of a road 30 feet wide, thence binding thereon with the use thereof in common with others South 84 degrees 58 minutes East 155.35 feet, thence South 54 degrees 58 minutes West 86.60 feet to the Northeasternmost corner of the lot recently conveyed by Pumphrey to Musto, thence South 54 degrees 58 minutes West binding on the Northern outline of said Lot 210 feet to the place of beginning. Containing 0.54 acre of land, more or less. The courses in the above description are referred to the true Meridian.

Being property obtained by the parties of the first part from Louis E. Pumphrey and Anne W. Pumphrey, his wife by deed dated June 2nd, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 836 at folio 521.

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or anyway appertaining.

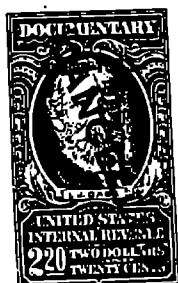
To have and to hold the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said parties of the second part, their heirs and assigns in fee simple; subject to the following restriction:

That neither said land nor any part thereof, nor any structure erected thereon shall ever be sold, conveyed, leased, rented, occupied or otherwise disposed of to any other than white persons as the Owners or Tenants thereof.

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; and that they will warrant specially the property granted and that they will execute such further assurances of the same as may be requisite.

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Exhibits No 1

Witness the hands and seals of said grantors

TEST:

Eliot Siskind
ELIOT SISKIND

John V. Oetken (SEAL)
John V. Oetken

TEST:

Eliot Siskind
ELIOT SISKIND

Beatrice A. Oetken (SEAL)
Beatrice A. Oetken

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 15th day of Nov.,
in the year one thousand nine hundred and fifty-five, before me,
Eliot Siskind, the undersigned officer, person-
ally appeared John V. Oetken and Beatrice A. Oetken, his wife,
known (or satisfactorily proven) to me to be the persons whose
names are subscribed to the above deed, and did acknowledge the
foregoing deed to be their act.

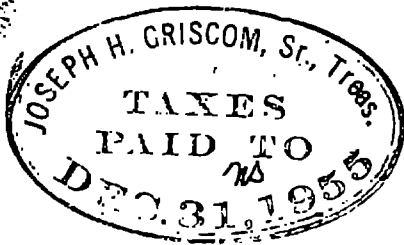
As witness my hand and notarial seal.

Eliot Siskind
ELIOT SISKIND Notary Public

Rec'd for record Nov. 16, 1955, at 2:15 P.M.

Per George T. Cromwell, Clerk.

Mailed to Fred A. Kaylor



LIBER 105 PAGE 5

I hereby certify that
the property named in
this deed has been trans-
ferred as provided by act
1920.

B

JOHN V. DETKEN
BEATRICE A. DETKEN
TO
FRED A. KAYLOR
ARTHUR L. WALLACE

Received for Record 16 Day
of Nov 1955, at 2:15 P.M.
and the same day recorded in Liber
G.T.C. No. 280 Fol. 281 Land
Records of Anne Arundel County
GEORGE T. CROMWELL, Clerk

Mail to
grantees:
Fred A. KAYLOR
Route #6 Box 495
Pasadena, Maryland

BD of 11/18

Complaints
Exhibit 2

(See Deed recorded
immediately prior
hereto for stamps)

NO TITLE EXAMINATION MADE.

THIS DEED, Made this 13th day of August, in the year One Thousand Nine Hundred Fifty-Five, by and between HUGH K. HOLMES, TRUSTEE, of Anne Arundel County, State of Maryland, of the first part; and FRED A. KAYLOR and MARGARET A. KAYLOR, his wife, of the County and State aforesaid, of the second part; and ARTHUR L. WALLACE and RUTH WALLACE, his wife, of the County and State aforesaid, of the third part.

WHEREAS, the property hereinafter mentioned and described was conveyed by Fred A. Kaylor and wife unto the said Hugh K. Holmes, Trustee, by a Deed of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, in special trust and confidence that he will immediately reconvey an undivided one-half interest therein unto Fred A. Kaylor and Margaret A. Kaylor, his wife, as tenants by the entireties, in fee simple, and an undivided one-half interest therein unto Arthur L. Wallace and Ruth Wallace, his wife, as tenants by the entireties, in fee simple; and,

WHEREAS, In order to accomplish this purpose, this Deed is passed.

NOW, THEREFORE, THIS DEED, WITNESSETH, That for and in consideration of the premises and of the sum of One Dollar, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey an undivided one-half interest in and to the property hereinafter described unto Fred A. Kaylor and Margaret A. Kaylor, his wife, as tenants by the entireties, their assigns, the survivor of them, and the heirs and assigns of the survivor, in fee simple; and an undivided one-half interest therein unto Arthur L. Wallace and Ruth Wallace, his wife, as tenants by the entireties, their assigns, the survivor of them, and the heirs

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and assigns of the survivor, in fee simple, the said property being situate in the Third Election District of Anne Arundel County, State of Maryland, and which is more particularly described as follows, that is to say:

BEGINNING FOR THE SAME on the North 33 degrees West 146 perches line of a parcel of land described in a Deed from Phil H. Tuck, Attorney, to Robert L. Pumphrey, dated February 15th., 1900, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 16, folio 412, etc., at the distance of 164.27 feet Northwesterly from a stone heretofore planted at the beginning of said line; thence North 37 degrees 39 minutes West binding on said line 200.20 feet; thence South 54 degrees 58 minutes West 575.14 feet to the center of a road 30 feet wide, (with the use in common of said road with others), said point being also at the Northernmost corner of a parcel of land conveyed by Louis E. Pumphrey and wife to Fred A. Kaylor; thence binding on the center of said road the two following courses and distances, viz.: South 53 degrees 18 minutes East 120 feet and South 74 degrees 31 minutes East 111.5 feet to the Easternmost corner of said Kaylor's lot, and thence North 54 degrees 58 minutes East 467.29 feet to the place of beginning. Containing 2.45 Acres of land, more or less. The courses in the above description are referred to the true meridian.

BEING the same property that was conveyed unto the said Hugh K. Holmes, Trustee, by Fred A. Kaylor and wife by a Deed of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto; and see also Liber J. H. H. No. 720 folio 387.

TOGETHER WITH the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, advantages, and appurtenances to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the property above mentioned and described, and hereby intended to be conveyed, unto and to the proper use and benefit of the said Fred A. Kaylor and Margaret A. Kaylor, his wife, as tenants by the entirety, their assigns, the survivor of them, and the heirs and assigns of the survivor, in fee simple, as to an undivided one-half interest therein; and unto and to the proper use and benefit of Arthur L. Wallace and Ruth Wallace, his wife, as tenants by the entirety, their assigns, the survivor of them, and the heirs and assigns of the survivor, in fee simple, as to the other undivided one-half interest therein.

WITNESS the hand and seal of the said Grantor.

Test:

S/ Marie A. Durner
Marie A. Durner

S/ Hugh K. Holmes Trustee (SEAL)
Hugh K. Holmes, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 13th day of August, in the year One Thousand Nine Hundred Fifty-Five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Hugh K. Holmes, Trustee, the Grantor named in the foregoing Deed, and acknowledged the same to be his act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.

(NOTARY SEAL)

S/ Marie A. Durner
Marie A. Durner, Notary Public.

My Commission expires May 6th., 1957.

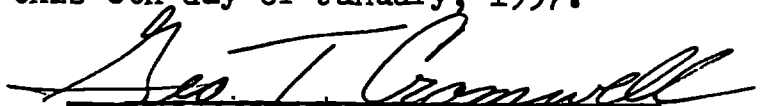
Recorded: August 16, 1955 at 2:30 P.M.

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the foregoing Deed is a true copy, per photostat, as recorded in Liber G.T.C. 956, folio 149, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 8th day of January, 1957.




George T. Cromwell, Clerk

FRED A. KAYLOR, et ux.

:

NO. 11,946 EQUITY

IN THE CIRCUIT COURT

VS.

:

FOR

ARTHUR L. WALLACE, et ux.

:

ANNE ARUNDEL COUNTY

.....

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

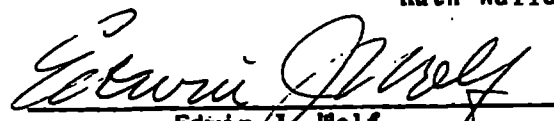
The answer of Arthur L. Wallace and Ruth Wallace, his wife, respondents, to the bill of complaint filed against them in this cause exhibited, respectfully represents unto Your Honors:

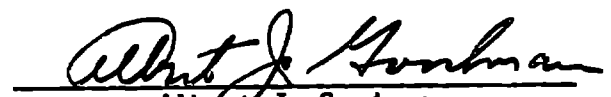
That they admit the matters and facts set forth in said bill of complaint and consent to the passage of such decree as may be right and proper in the premises.

AND AS IN DUTY BOUND, ETC.


Arthur L. Wallace


Ruth Wallace


Edwin J. Wolf
110 E. Lexington Street
Baltimore 2, Maryland


Albert J. Goodman
156 South Street
Annapolis, Maryland
Solicitors for Respondents

I hereby certify that on this 24 day of January, 1957, I mailed a copy of the foregoing answer to John Demyan, Jr., 16 Crain Highway, S. W., Glen Burnie, Maryland, and Louis M. Strauss, 124 South Street, Annapolis, Maryland, Solicitors for Complainants.


of respondents' counsel

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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FRED A. KAYLOR, et ux. : NO. 11,986 EQUITY
VS. : IN THE CIRCUIT COURT
FOR
ARTHUR L. WALLACE, et ux. : ANNE ARUNDEL COUNTY

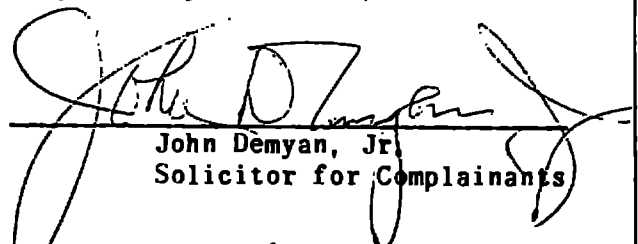
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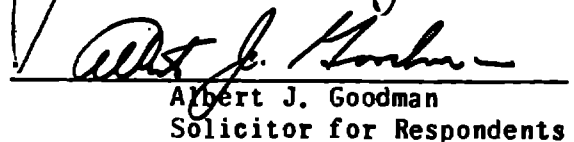
CONSENT TO THE PASSAGE OF A DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The complainants, Fred A. Kaylor and Margaret A. Kaylor, his wife, by John Demyan, Jr., their solicitor, and the respondents, Arthur L. Wallace and Ruth Wallace, his wife, by Albert J. Goodman, their solicitor, consent to the passage of a decree for the sale of real estate mentioned in these proceedings, and respectfully represent that the parties hereto constitute all the parties of interest and who are adults, and that a corporate bond of \$30,000.00 to be filed by the trustees appointed by this Honorable Court will be sufficient to cover any and all proceeds and court costs of these proceedings.

Respectfully submitted,


John Demyan, Jr.
Solicitor for Complainants


Albert J. Goodman
Solicitor for Respondents

FRED A. KAYLOR, et ux.	:	NO. 11,986 EQUITY
	:	IN THE CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
ARTHUR L. WALLACE, et ux.	:	

.....

D E C R E E

THIS CAUSE, standing ready for hearing and being submitted, upon petition, answer and consent, the proceedings were read and considered by the Court.

IT is thereupon, this 25th day of February, 1957, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold for the purpose of partition among the parties; that LOUIS M. STRAUSS and ALBERT J. GOODMAN be, and they are hereby, appointed trustees to make said sale; and that the course and manner of their proceedings shall be as follows:

THEY shall first file with the Clerk of this Court a bond to the State of Maryland executed by themselves and a surety or sureties to be approved by this Court in the penalty of THIRTY THOUSAND DOLLARS (\$30,000.00) conditioned for the faithful performance of the trust reposed in them by this decree or to be reposed in them by any future decree or order in the premises. They shall then proceed to make the said sale, having given at least three weeks' notice by advertisement inserted in some newspaper published in Anne Arundel County and such other notice as they may think proper of the time, place, manner and terms of sale, which terms shall be as follows:

A deposit of 10% of the purchase price to be paid in cash on the day of sale, deferred payments to bear interest at 6% per annum from the day of sale; if not sold at public sale on the day so advertised, the trustees shall proceed to make sale at either private or public sale to the best advantage and upon the terms above set forth; and as soon as may be convenient after any such sale, the said trustees shall return to this Court a full and particular

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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account of the same, with an annexed affidavit of the truth thereof and of the fairness of said sale; and on the ratification of such sale by the Court and on the payment of the whole purchase money, and not before, the said trustees shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers of said property, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, complainants and respondents, and those claiming by, from and under them or either of them; and the said trustees shall bring into this Court the money arising from said sale or sales, to be distributed under the direction of this Court after deducting the costs of this suit and such commission to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Benjamin Nicholas
Judge

Trustee—Md.

FRED A. KAYLOR, et ux.

VS.

ARTHUR L. WALLACE, et ux.

LIBER 105 PAGE 14
LIBER 9 PAGE 29
"Old and Tried" Organized 1849

A STOCK COMPANY

NO. 11,986 EQUITY

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

Glens Falls
INSURANCE COMPANY
Glens Falls, N. Y.

TRUSTEES' BOND

Know All Men by These Presents:

THAT WE... Louis M. Strauss and Albert J. Goodman...

as principal, and the GLENS FALLS INSURANCE COMPANY, a corporation of the State of New York, Glens Falls, N. Y., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of THIRTY THOUSAND (\$30,000.00)-----Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this... Eleventh ... day of... March, ... in the year nineteen hundred and fifty-seven.

WHEREAS, the above bounden... Louis M. Strauss and Albert J. Goodman...

by virtue of a decree of the Honorable the Judge of the Circuit Court... for Anne Arundel County, Maryland, February 25, 1957, dated /..., has been appointed trustee to sell... the real estate...

mentioned in the proceedings in the case of... Fred A. Kaylor, et ux.

VS.

Arthur L. Wallace, et ux.

now pending in said Court

Now the Condition of this Obligation is such, that if the above

bounden... Louis M. Strauss and Albert J. Goodman...

do and shall well and faithfully perform the trust reposed in... them... by said decree, or that may be reposed in... them... by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed, and delivered
in the presence of

Grace R. Hartge

Grace R. Hartge

Bond approved this 12th day
of March 1957

Form 15195

George T. Cronwell, Clerk

By

L. E. King
1957 MAR 12 AM 10 14

Attorney

GLENS FALLS INSURANCE COMPANY

[SEAL]

[SEAL]

[SEAL]

[SEAL]

A. J. BILLING & COMPANY ----- Auctioneer

JOHN DEMYAN, JR.
16 Crain Highway, S. W.
Glen Burnie, Maryland

EDWIN J. WOLF
110 East Lexington Street
Baltimore 2, Maryland

SOLICITORS

TRUSTEES' SALE

OF VALUABLE

Improved

FEE SIMPLE REAL ESTATE

LOCATED NEAR ELVATON,

THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

BY VIRTUE of a decree of the Circuit Court for Anne Arundel County, Maryland, dated February 25, 1957, and passed in a cause in said Court pending, known as "Fred A. Kaylor, et ux., vs. Arthur L. Wallace, et ux.," and designated as No. 11,986 Equity, the undersigned trustees will offer at public sale on the premises ^{now} known as WISHING ROCK ROLLER RINK, located on the northeast side of a 30-foot unimproved road leading from the Governor Ritchie Highway, approximately 300 yards south of Elvaton intersection, on

Wednesday, April 3, 1957

AT 11 A. M.

FIRST: All that lot of ground situate near the Governor Ritchie Highway in the Third Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same on the north 33 degree west 146 perch line of a parcel of land described in a deed from Phil H. Tuck, attorney, to Robert L. Pumphrey, dated February 15, 1900, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 16, folio 412, at the distance of 164.27 feet northwesterly from a stone heretofore planted at the beginning of said line; thence north 37 degrees 39 minutes west binding on said line 200.20 feet; thence south 54 degrees 58 minutes west 575.14 feet to the center of a road 30 feet wide, (with the use in common of said road with others), said point being also at the northernmost corner of a parcel of land conveyed by Louis E. Pumphrey and wife to Fred A. Kaylor; thence binding on the center of said road the two following courses and distances, viz. south 53 degrees 18 minutes east 120 feet and south 74 degrees 31 minutes east 111.5 feet to the easternmost corner of said Kaylor's lot; and thence north 54 degrees 58 minutes east 467.29 feet to the place of beginning. Containing 2.45 acres of land, more or less. The courses in the above description are referred to the true meridian.

Being the same property which was conveyed to Fred A. Kaylor and wife and Arthur L. Wallace and wife by Hugh K. Holmes, trustee, by deed dated August 13, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 956, folio 149.

THIS LAND IS ZONED COMMERCIAL, and is improved by a one-story masonry building, approximately 62 feet by 116 feet, having modern conveniences, now being operated as a roller rink.

Said property is sold subject: (1) to the legal operation and effect of a prior mortgage to the Bank of Glen Burnie, the balance of which will be disclosed at the time of sale; and (2) to an existing lease, the terms of which will be announced at the time of sale.

SECOND: All that lot of ground on the northeast side of the Governor Ritchie Highway in the Third Election District of Anne Arundel County, Maryland, described as follows:

Beginning for the same on the northeast side of the Governor Ritchie Highway at the distance of 763.70 feet northwesterly from a point where the northeast side of said highway intersects the south 54 degree 15 minute east $46\frac{1}{2}$ perch line described in a deed from Phil Tuck to Robert L. Pumphrey dated February 15, 1900, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 16, folio 412, and at the northwest corner of a lot recently conveyed by Louis E. Pumphrey to James Musto; thence north 35 degrees 02 minutes west binding on the northeast side of Ritchie Highway 100 feet; thence north 54 degrees 58 minutes east 177.60 feet to the center of a road 30 feet wide; thence binding thereon, with the use thereof in common of others, south 84 degrees 58 minutes east 155.35 feet; thence south 54 degrees 58 minutes west 86.60 feet to the northeasternmost corner of the lot recently conveyed by Pumphrey to Musto; thence south 54 degrees 58 minutes west binding on the northern outline of said lot 210 feet to the place of beginning. Containing 0.54 of an acre of land, more or less. The courses in the above description are referred to the true meridian.

Being the same property which was conveyed to Fred A. Kaylor and Arthur L. Wallace by John V. Oethen and wife by deed dated November 15, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 980, folio 481.

This lot is unimproved and is zoned agricultural.

MANNER OF SALE: Said properties shall be first offered separately, with bids reserved, and then offered as an entirety, and sold in the manner yielding the highest price.

TERMS OF SALE: A deposit of 10% of the purchase price to be paid in cash on the day of sale, balance in cash upon ratification of sale. deferred payments to bear interest at 6% per annum from the date of sale to the date of settlement; taxes, insurance and other expenses to be adjusted to day of sale.

For further particulars, apply to

LOUIS M. STRAUSS, Trustee
124 South Street
Annapolis, Maryland

ALBERT J. GOODMAN, Trustee
156 South Street
Annapolis, Maryland

FRED A. KAYLOR, et ux.

:

NO. 11,986 EQUITY

VS.

:

IN THE CIRCUIT COURT

FOR

ARTHUR L. WALLACE, et ux.

:

ANNE ARUNDEL COUNTY

::::::

AGREEMENT OF PURCHASER
AND CERTIFICATE OF AUCTIONEER

THIS IS TO CERTIFY that ~~I~~ (we) have purchased at public auction from Louis M. Strauss and Albert J. Goodman, Trustees, the property described in the advertisement attached hereto for the sums hereinafter set forth; and ~~I~~ (we) agree to comply with the terms of sale as set forth therein.

AS WITNESS ~~my~~ (our) hand(s) and seal(s) this 3rd day of April, 1957.

FIRST: All that tract containing 2.45 acres of land, more or less, and improvements known as Wishing Rock Roller Rink.

Purchased for the sum of \$ 25,000⁰⁰ *subject to prior mortgage of \$13,790.35, making a total of \$38,790.35*

WITNESS:

Elmer J. Wolf as to Arthur L. Wallace (SEAL)

Elmer J. Wolf as to Arthur L. Wallace (SEAL)

_____ as to _____ (SEAL)

_____ as to _____ (SEAL)

SECOND: All that lot of ground containing 0.54 of an acre, more or less, located on the northeast side of the Governor Ritchie Highway.

Purchased for the sum of \$ 3000.00 by:

WITNESS:
John D. [Signature] as to Fred A. Kaylor (SEAL)
John D. [Signature] as to Margaret Kaylor (SEAL)
 _____ as to _____ (SEAL)
 _____ as to _____ (SEAL)

THIS IS TO CERTIFY that I have this day sold at public auction for Louis M. Strauss and Albert J. Goodman, Trustees, the properties described in the advertisement attached hereto to the following purchasers for the sums set opposite their names.

FIRST: All that tract containing 2.45 acres of land, more or less, and improvements known as Wishing Rock Roller Rink, sold to Arthur L. Wallace and Ruth E. Wallace, his wife, at and for the sum of Twenty-five Thousand- DOLLARS (\$ 25,000.00), they being at that price the highest bidders therefor, subject to a prior mortgage of \$13,290.35.

SECOND: All that lot of ground containing 0.54 of an acre, more or less, located on the northeast side of the Governor Ritchie Highway, sold to Fred A. Kaylor and Margaret Kaylor, his wife, at and for the sum of Three Thousand- DOLLARS (\$ 3,000.00), they being at that price the highest bidders therefor.

I FURTHER CERTIFY that the said sales were fairly made.

AS WITNESS my hand and seal this 3rd day of April, 1957.

WITNESS:

A. J. BILLIG AND COMPANY

Edwin [Signature] **FILED** APR -5 PM 2:23 By [Signature] (SEAL)
 Auctioneer

FRED A. KAYLOR, et ux. : NO. 11,986 EQUITY
VS. : IN THE CIRCUIT COURT
ARTHUR L. WALLACE, et ux. : FOR
ANNE ARUNDEL COUNTY

::::::

TRUSTEES' REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Louis M. Strauss and Albert J. Goodman, Trustees appointed by a decree of this Honorable Court to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement in the "Maryland Gazette," a newspaper published in Anne Arundel County, said advertisement being for more than three weeks before the day of sale; pursuant to said notice, they did attend on the premises, known as Wishing Rock Roller Rink, located on the northeast side of a 30 foot, unimproved road leading from the Governor Ritchie Highway, approximately 300 yards south of Elvaton intersection in Anne Arundel County, Maryland, on Wednesday, April 3, 1957, at 11 a.m., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in these proceedings, to wit:

FIRST: All that lot of ground situate near the Governor Ritchie Highway in the Third Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same on the north 33 degree west 146 perch line of a parcel of land described in a deed from Phil H. Tuck, attorney, to Robert L. Pumphrey, dated February 15, 1900, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 16, folio 412, at the distance of 164.27 feet northwesterly from a stone heretofore planted at the beginning of said line; thence north 37 degrees 39 minutes west binding on said line 200.20

FILED

1957 APR -5 PM 2:23

feet; thence south 54 degrees 58 minutes west 575.14 feet to the center of a road 30 feet wide, (with the use in common of said road with others), said point being also at the northernmost corner of a parcel of land conveyed by Louis E. Pumphrey and wife to Fred A. Kaylor; thence binding on the center of said road the two following courses and distances, viz, south 53 degrees 18 minutes east 120 feet and south 74 degrees 31 minutes east 111.5 feet to the easternmost corner of said Kaylor's lot; and thence north 54 degrees 58 minutes east 467.29 feet to the place of beginning. Containing 2.45 acres of land, more or less. The courses in the above description are referred to the true meridian.

Being the same property which was conveyed to Fred A. Kaylor and wife and Arthur L. Wallace and wife by Hugh K. Holmes, trustee, by deed dated August 13, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 956, folio 149.

Said property being sold to Arthur L. Wallace and Ruth E. Wallace, his wife,

at and for the sum of Twenty-five Thousand- - - - -

DOLLARS (\$ 25,000.00), they being at that price then and there the highest bidders therefor, subject to a prior mortgage in the amount of \$13,290.35.

SECOND: All that lot of ground on the northeast side of the Governor Ritchie Highway in the Third Election District of Anne Arundel County, Maryland, described as follows:

Beginning for the same on the northeast side of the Governor Ritchie Highway at the distance of 763.70 feet northwesterly from a point where the northeast side of said highway intersects the south 54 degree 15 minute east 46½ perch line described in a deed from Phil Tuck to Robert L. Pumphrey dated February 15, 1900, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 16, folio 412, and at the northwest corner of a lot recently conveyed by Louis E. Pumphrey to James Musto; thence north 35 degrees 02 minutes west binding on the northeast side of Ritchie Highway

-3-

100 feet; thence north 54 degrees 58 minutes east 177.60 feet to the center of a road 30 feet wide; thence binding thereon, with the use thereof in common of others, south 84 degrees 58 minutes east 155.35 feet; thence south 54 degrees 58 minutes west 86.60 feet to the northeasternmost corner of the lot recently conveyed by Pumphrey to Musto; thence south 54 degrees 58 minutes west binding on the northern outline of said lot 210 feet to the place of beginning. Containing 0.54 of an acre of land, more or less. The courses in the above description are referred to the true meridian.

Being the same property which was conveyed to Fred A. Kaylor and Arthur L. Wallace by John V. Oethen and wife by deed dated November 15, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 980, folio 481.


Said property being sold to Fred A. Kaylor and Margaret Kaylor, his wife,

at and for the sum of Three Thousand- - - - -
DOLLARS (\$3,000.00), they being at that price then and there the highest bidders therefor.

The above-described parcels were first offered separately with bids reserved, and then offered as an entirety. The separate bids totaled \$ 28,000.00, and the entirety bid was \$ none made. The properties were, therefore, sold to the ~~individual~~ purchasers of each parcel.

The said purchasers have agreed to comply with the terms of sale. The agreements of the purchasers, certificate of the auctioneer and report of sale are filed herewith, all of which are respectfully submitted.

AND AS IN DUTY BOUND, ETC.


Louis M. Strauss

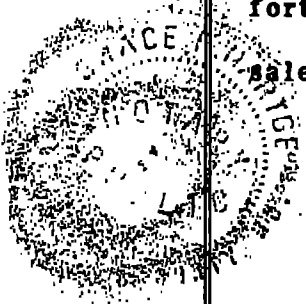

Albert J. Goodman
Trustees

-4-

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 3rd day of April, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared LOUIS M. STRAUSS and ALBERT J. GOODMAN, Trustees, and made oath in due form of law that the matters and facts set forth in the above report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial seal.



Grace R. Hartge
Grace R. Hartge, Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

JOHN DEMYAN, JR.
10 Orain Highway, S. W.,
Glen Burnie, Maryland

EDWIN J. WOLF
110 East Lexington Street,
Baltimore 2, Maryland

SOLICITORS

Trustees' Sale

OF VALUABLE,
IMPROVED, FEE
SIMPLE REAL ESTATE
LOCATED NEAR
ELVATON, THIRD
ELECTION DISTRICT,
ANNE ARUNDEL
COUNTY, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated February 26, 1957, and passed in a cause in said Court pending, known as "Fred A. Kaylor, et ux., vs. Arthur L. Wallace, et ux." and designated as No. 11,088 Equity, the undersigned trustees will offer at public sale on the premises, now known as WISHING ROCK ROLLER RINK," located on the northeast side of a 30 foot unimproved road leading from the Governor Ritchie Highway, approximately 300 yards south of Elvaton intersection, on

Wednesday, April 3, 1957
at 11 A. M.

FIRST: All that lot of ground situate near the Governor Ritchie Highway in the Third Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same on the north 83 degrees west 140 perch line of a parcel of land described in a deed from Phil H. Tuck, attorney, to Robert L. Pumphrey, dated February 15, 1900, and recorded among the Land Records of Anne Arundel County in Liber O. W. No. 16, folio 412, at the distance of 164.27 feet northwesterly from a stone heretofore planted at the beginning of said line; thence north 87 degrees 39 minutes west binding on said line 200.20 feet; thence south 54 degrees 58 minutes west 575.14 feet to the center of a road 30 feet wide, (with the use in common of said road with others), said point being also at the northernmost corner of a parcel of land conveyed by Louis E. Pumphrey and wife to Fred A. Kaylor; thence binding on the center of said road the two following courses and distances, viz, south 53 degrees 18 minutes east 120 feet and south 74 degrees 31 minutes east 111.5 feet to the easternmost corner of said Kaylor's lot; and thence north 54 degrees 58 minutes east 487.29 feet to the place of beginning. Containing 2.45 acres of land, more or less. The courses in the above description are referred to the true meridian.

Being the same property which was conveyed to Fred A. Kaylor and wife and Arthur L. Wallace and wife by Hugh K. Holmes, trustee, by deed dated August 13, 1955, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 956, folio 149.

THIS LAND IS ZONED COMMERCIAL, and is improved by a one-story masonry building, approximately 62 feet by 116 feet, having modern conveniences, now being operated as a roller rink.

Said property is sold subject: (1) to the legal operation and effect of a prior mortgage to the Bank of Glen Burnie, the balance of which will be disclosed at the time of sale; and (2) to an existing lease, the terms of which will be announced at the time of sale.

SECOND: All that lot of ground on the northeast side of the Governor Ritchie Highway in the Third Election District of Anne Arundel County, Maryland, described as follows:

OFFICE OF LIBER 105 PAGE 23

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 5, 1957

We hereby certify, that the annexed

Trustees' Sale

Fred A. Kaylor

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3

successive weeks before the 3rd

day of April, 1957. The first insertion being made the 7th

March, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

1957 APR - 5 PM 2:23
By Hazel Tilghman

Beginning for the same on the north-east side of the Governor Ritchie Highway at the distance of 763.70 feet north-westerly from a point where the north-east side of said highway intersects the south 54 degree 15 minute east 46 1/2 perch line described in a deed from EHM Tack to Robert L. Pumphrey dated February 15, 1900, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 16, folio 412, and at the northwest corner of a lot recently conveyed by Louis E. Pumphrey to James Musto; thence north 85 degrees 02 minutes west binding on the northeast side of Ritchie Highway 100 feet; thence north 54 degrees 58 minutes east 177.00 feet to the center of a road 30 feet wide; thence binding thereon, with the use thereof in common of others, south 84 degrees 58 minutes east 153.35 feet; thence south 54 degrees 58 minutes west 86.60 feet to the northeasternmost corner of the lot recently conveyed by Pumphrey to Musto; thence south 54 degrees 58 minutes west binding on the northern out-line of said lot 210 feet to the place of beginning. Containing 0.54 of a acre of land, more or less. The coorces in the above description are referred to the true meridian.

Being the same property which was conveyed to Fred A. Kaylor and Arthur L. Wallace by John V. Oethen and wife by deed dated November 15, 1935, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 980, folio 481.

This lot is unimproved and is zoned agricultural.

MANNER OF SALE: Said properties shall be first offered separately, with bids reserved, and then offered as an entirety, and sold in the manner yielding the highest price.

TERMS OF SALE: A deposit of 10% of the purchase price to be paid in cash on the day of sale. Balance in cash upon ratification of sale, deferred payments to bear interest at 6% per annum from the date of sale to the date of settlement; taxes, insurance and other expenses to be adjusted to day of sale.

For further particulars, apply to:
LOUIS M. STRAUSS, Trustee
124 South Street
Annapolis, Maryland

ALBERT J. GOODMAN, Trustee
150 South Street
Annapolis, Maryland

A. J. BILLIG AND COMPANY,
Auctioneer
10 East Fayette Street
Baltimore, Maryland.

FRED A. KAYLOR, et ux

versus

ARTHUR L. WALLACE, et ux

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,986

Equity

Ordered, this 5th day of April, 19 57, That the sale of the property in these proceedings mentioned made and reported by Louis M. Strauss and Albert J. Goodman Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of May next.

The report states that the amounts of sales ^{were} ~~to be~~ \$ 28,000.00

Filed
1957 Apr 5 PM 2:40

True Copy.

George T. Cromwell

Clerk.

TEST: Clerk.

(Final Order)

FRED A. KAYLOR, et ux

versus

ARTHUR L. WALLACE, et ux

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of May, 19 57, that the sale made and reported by the Trustees aforesaid, be and the same is hereby Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

FILED

1957 MAY 14 PM 3:41

Benjamin Richardson
Judge

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,988 Equity
FRED A. KAYLOR, Et Ux
Vs.

ARTHUR L. WALLACE, Et Ux.

Ordered, this 5th day of April, 1957,
That the sale of the property in these
proceedings mentioned made and re-
ported by Louis M. Strauss and Albert
J. Goodman Trustees, BE RATIFIED
AND CONFIRMED, unless cause to
the contrary thereof be shown on or
before the 13th day of May next; Pro-
vided, a copy of this Order be inserted
in some newspaper published in Anne
Arundel County, once in each of three
successive weeks before the 13th day of
May next.

The report states that the amount's of
sale were \$28,000.00.

GEORGE T. CROMWELL, Clerk.
True Copy, TEST:

GEORGE T. CROMWELL, Clerk.
M-2

CERTIFICATE OF PUBLICATIONAnnapolis, Md., May 7, 1957

We hereby certify, that the annexed

Order Nisi Sale
Eg. 11,986.

Arthur L. Wallace, Et Ux.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4successive weeks before the 13thday of May, 1957. The firstinsertion being made the 11th day ofApril, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILEDNo. M. C. 1-24-8 1957 MAY -7 PM 2:33 By H. Tilghman

In the Case of

Fred A. Kaylor.

and

Margaret A. Kaylor, his wife.

VS.

Arthur L. Wallace

and

Ruth Wallace, his wife.

In the

Circuit Court

For

Anne Arundel County

No. 11,986

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that She has examined the proceedings in the above entitled cause, and from them She has stated the within account.

July 12, 1957.

All of which is respectfully submitted.

Laura K. Jakling
Auditor.

Auditor:

FILED

1957 JUL 15 PM 12:00

24

Dr.

Fred A. Kaylor and Margaret A. Kaylor, his wife vs. Arthur L. Wallace and Ruth Wallace, his wife

in ac.

To Trustees for Commissions on Lot 1 (\$25,322.49) viz:	786	45		
To Trustees for Commissions on Lot 2 (\$3,034.65) viz:	121	04	907	49
To Trustees for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	49	00		
Gilbert G. Miller - Sheriff's costs	4	00		
Auditor - stating this account	36	00	109	00
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	76	89		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	18	29		
The Daily Record - advertising sale	51	80		
The Sun - advertising sale	105	80		
Glens Falls Indemnity Co. - bond premium	120	00		
A. J. Billig & Co. - auctioneer's fee (sale of Lot 1)	685	00		
A. J. Billig & Co. - auctioneer's fee (sale of Lot 2)	125	00		
One-half Federal documentary stamps (Lot 1)	13	75		
One-half State documentary stamps (Lot 1)	13	75		
One-half Federal documentary stamps (Lot 2)	1	65		
One-half State documentary stamps (Lot 2)	1	65		
Grace R. Hartge - notary fee	1	00	1,228	58
BALANCE FOR DISTRIBUTION - \$26,419.51				
Distributed as follows:				
Receipts from Lot 1 \$25,623.84				
Less:				
Trustees Commissions thereon \$ 786.45				
Auctioneer's fee 685.00				
Revenue stamps 27.50				
Proportionate share costs and expenses 443.55				
				1,942.50
Net balance distributed to: 23,681.34				
Fred A. Kaylor and Margaret A. Kaylor, his wife - one-half	11,840	67		
Arthur L. Wallace and Ruth Wallace, his wife - one-half	11,840	67		
Receipts from Lot 2 \$ 3,040.74				
Less:				
Trustees Commissions thereon \$ 121.04				
Auctioneer's fee 125.00				
Revenue stamps 3.30				
Proportionate share costs and expenses 53.23				
				302.57
Net balance distributed to: 2,738.17				
Fred A. Kaylor - one-half	1,369	09		
Arthur L. Wallace - one-half	1,369	08	26,419	51
			28,664	58

with

Louis M. Strauss and Albert J. Goodman, Trustees

Cr.

1957

Apr.

3

Proceeds of Sale :

Lot 1 - 2.45 acres

25,000 00

Interest on deferred payment of

\$22,500.00 - 2 mos. 25 days

322 49

25,322 49

Refund 1957 State and County taxes

(\$352.38) -adjusted to 4/3/57

261 35

Rent collected - 3 days @ \$400.00

per month

40 00

301 35

Proceeds of Sale:

Lot 2 - .54 acres

3,000 00

Interest on deferred payment of

\$2,700.00 - 2 mos. 16 days

34 65

3,034 65

Refund 1957 State and County taxes

(\$8.21) - adjusted to 4/3/57

6 09

6 09

26
28,664 58

ORDER NISI

LIBER 105 PAGE 30

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Fred A. Kaylor and
Margaret A. Kaylor, his wife
VERSUS
Arthur L. Wallace
and
Ruth Wallace, his wife

No. 11,986

Equity.

ORDERED, This 15th day of July, 1957, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 19th
day of August next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
19th day of August next.

George T. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of August, 1957, that the
aforegoing Report and Account of the Auditor be, and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

Benjamin Nicholas, Jr.
Judge

FILED

1957 AUG -5 PM 3:39

FRED A. KAYLOR, et ux. : NO. 11,986 EQUITY
VS. : IN THE CIRCUIT COURT
FOR
ARTHUR L. WALLACE, et ux. : ANNE ARUNDEL COUNTY

: : : : :

CONSENT TO IMMEDIATE RATIFICATION
OF AUDITOR'S ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, the undersigned, being all the parties in interest in these proceedings, do hereby consent to the immediate ratification of the auditor's account filed herein.

Fred A. Kaylor
Fred A. Kaylor

Margaret A. Kaylor
Margaret A. Kaylor
Plaintiffs and Distributees

John Demmy, Jr.
John Demmy, Jr.

Louis M. Strauss
Louis M. Strauss
Solicitors for Plaintiffs

Arthur L. Wallace
Arthur L. Wallace

Ruth Wallace
Ruth Wallace
Defendants and Distributees

Edwin J. Wolf
Edwin J. Wolf

Albert J. Goodman
Albert J. Goodman
Solicitors for Defendants

Louis M. Strauss
Louis M. Strauss, Trustee

Albert J. Goodman
Albert J. Goodman, Trustee

FILED

1957 AUG -5 PM 12:28

28

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATIONAnnapolis, Md., August 2, 1957

We hereby certify, that the annexed

Order Nisi - And. Acct. Eq 11986Fred A. Kaylor

was published in

Maryland Gazettea newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3successive weeks before the 19thday of August, 1957. The firstinsertion being made the 18th day ofJuly, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILEDNo. M. G. 12824

1957 AUG -2 PM 2:53

Marie Tate**Order Nisi**IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY.

No. 11,938 Equity

FRED A. KAYLOR and MARGARET
A. KAYLOR, his wife

Vs.

ARTHUR L. WALLACE and RUTH
WALLACE, his wife.

Ordered, this 15th day of July, 1957,
That the Report and Account of the
Auditor, filed this day in the above en-
titled cause BE RATIFIED AND CON-
FIRMED, unless cause to the contrary
be shown on or before the 19th day
of August next; provided a copy of
this Order be inserted in some news-
paper published in Anne Arundel
County, once in each of three succes-
sive weeks before the 19th day of
August next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

A-1

29

VURL JORDAN LUMBER COMPANY	:	
a body corporate	:	
1101 Old Annapolis Road, NE	:	
Glen Burnie, Maryland	:	
Complainant	:	
vs.	:	No. 11,926 EQUITY
	:	IN THE
IRVIN C. CARROLL and	:	
DOROTHY M. CARROLL, his wife	:	CIRCUIT COURT
4950 Magnolia Avenue	:	
Pasadena, Maryland	:	FOR
	:	
and	:	ANNE ARUNDEL COUNTY
	:	
UNITED FEDERAL SAVINGS AND LOAN	:	
ASSOCIATION OF GLEN BURNIE	:	
Glen Burnie, Maryland	:	
Defendants	:	

BILL OF COMPLAINT
TO FORECLOSE MECHANIC'S LIEN

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, Vurl Jordan Lumber Company, a body corporate of the State of Maryland, by William E. Kirk, its attorney, respectfully represents:

1. That your Complainant supplied certain building materials in connection with the construction and improvement of the premises known as 4950 Magnolia Avenue, Pasadena, Anne Arundel County, Maryland which premises were and are titled in the names of the defendants Irvin C. Carroll, and Dorothy M. Carroll, his wife.

2. That on the 22nd day of October, 1956, less than six months after the furnishing of the aforementioned materials, the Complainant filed in the office of the Clerk of the Circuit Court for Anne Arundel County its claim as a lien against the dwelling house so improved, and the lots covered by the same, and so much other ground immediately adjacent thereto, and likewise belonging to the owner of the said dwelling house as may be nec-

FILED

1956 NOV 14 AM 10:10

essary for the ordinary and useful purposes thereof, which claim contains an accurate description and location of said lots of property and building thereon, as well as a duplicate copy of the itemized list of materials furnished and the date each was delivered; the original of the said lien claim being filed herewith marked "Complainant's Exhibit A", and prayed to be taken as a part hereof.

3. That the materials were furnished in conjunction with the other improvements, the costs of which exceeds twenty-five per cent of the value of the building.

4. That by reference to the said Exhibit A, it will be seen that there is still due to your Complainant the sum of Seven Hundred Sixty-two Dollars and Fifty-six Cents (\$762.56), with interest thereon from the 28th day of August, 1956.

5. That on the 1st day of February, 1956, the Defendants Irvin C. Carroll and Dorothy M. Carroll, his wife, executed a mortgage of the said premises to the Defendant, United Federal Savings and Loan Association of Glen Burnie, to secure the repayment of Twelve Hundred Dollars (\$1200.00); that the said mortgage is recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 998, Folio 351.

TO, THE END, THEREFORE,

(a) That the said Mechanic's lien may be enforced against the said property.

(b) That a decree may be passed by this Honorable Court for the sale of the property described in the said lien claim and that the proceeds thereof may be applied to the payment of the claim of your Complainant and such others who may be entitled to the same, under the order and direction of this Court.

(c) That your Orator may have such other and further relief as it case may require.

AND, AS IN DUTY BOUND, ETC.

VURL JORDAN LUMBER COMPANY

William E. Kirk
William E. Kirk
Attorney for Complainant

by Vurl Jordan
Vurl Jordan, President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 12 day of November, 1956, before me, a Notary Public in and for the County and State aforesaid, personally appeared Vurl Jordan, President of the Vurl Jordan Lumber Company, Complainant herein and made oath in due form of law that the matters and facts set out in the foregoing Bill of Complaint are within his personal knowledge and are true, and he further made oath that he was duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal the day and year above written.

James B. Ellison
James B. Ellison Notary Public

ORDER OF COURT

Upon the foregoing Bill of Complaint, Exhibit and Affidavit, it is this 14th day of November, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the Defendants and each of them show cause within 25 days from this date why the relief prayed should not be granted provided a copy of the foregoing Bill of Complaint and of this Order be served upon the said Defendants on or before the 1st day of December, 1956.

Benjamin Richardson
Judge

FILED

1956 NOV 15 PM 3:56

VURL JORDAN LUMBER COMPANY,	:	IN THE
a body corporate	:	
1101 Old Annapolis Road, NE	:	CIRCUIT COURT
Glen Burnie, Maryland	:	
	:	FOR
vs	:	
	:	ANNE ARUNDEL COUNTY
IRVIN C. CARROLL and	:	
DOROTHY M. CARROLL, his wife	:	<i>No. 11,926 Equity</i>
4950 Magnolia Avenue	:	
Pasadena, Maryland	:	

MECHANICS LIEN CLAIM

The Plaintiff in the above entitled cause, VURL JORDAN LUMBER COMPANY, claims the sum of \$762.56, with interest thereon, from the defendants, IRVIN C. CARROLL and DOROTHY M. CARROLL to be due against the hereinafter described property together with so much other ground immediately adjacent thereto and belonging in like manner to the owner thereof as may be necessary for the ordinary and useful purposes thereof, which is situate, lying and being in the Third Election District of Anne Arundel County and described as follows:

A one story red frame dwelling with two rooms completed and an additional two rooms now under construction, the roof being of red composition, and said dwelling being known as 4950 Magnolia Avenue, being situate on Lots 49 and 50, in Block 3, as shown on the Plat of Pasadena, recorded among the Plat Records of Anne Arundel County in Flat Book, 12, Page 11, which lots were conveyed to Irvin C. Carroll and Dorothy M. Carroll by deed, dated February 1, 1956 from William W. Everett and Roberta D. Everett, his wife, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 998, Folio 349.

Of which ground and improvements thereon the said Irvin C. Carroll and Dorothy M. Carroll, his wife, at the time of the furnishing of the materials hereinafter mentioned, were the owners or reputed owners.

The said claim being for materials furnished for the said property between August 7, 1956, and August 28, 1956 upon the request of the reputed owners Irvin C. Carroll and Dorothy M.

FILED

1956 NOV 14 AM 10:10

Complainant's Exhibit A

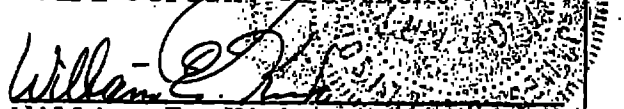
Carroll, at and for the prices as set forth in a Bill of Particulars hereto annexed, which materials were furnished within six months prior to the filing of this claim and said materials were furnished in conjunction with other improvements, the costs of which exceeds twenty-five percent of the value of the building, and that notice hereof has been given to the owner or owners on or about September 18, 1956, pursuant to the provisions of Article 63 of the Annotated Code of Maryland (1951 Edition).

WHEREFORE the said claimant, VURL JORDAN LUMBER COMPANY requests the Clerk of the Circuit Court for Anne Arundel County to file and record this claim as a lien against said property and improvements thereupon, as hereinbefore described, and against the said Irvin C. Carroll and Dorothy M. Carroll, his wife, as the owners or reputed owners thereof, in accordance with the provisions of the Code of Public General Laws of the State of Maryland relating to the liens of mechanics and others.

AND AS IN DUTY BOUND, etc.

VURL JORDAN LUMBER COMPANY

by: 
Vurl Jordan, President


William E. Kirk
Attorney for Claimant

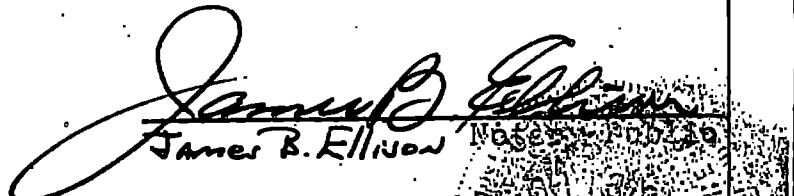

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on the 20th day of October, 1956, before me the subscriber, a Notary Public of the State of Maryland, County aforesaid, personally appeared Vurl Jordan, President of the VURL JORDAN LUMBER COMPANY, the within named claimant, and he made oath in due form of law that he has personal knowledge of the facts set forth above and that the foregoing claim and annexed Bill of Particulars is just and correct and that the corpora-

tion has received no payments thereon except as by credits shown.

And the said Vurl Jordan further made oath in due form of law, that he is the President of the Vurl Jordan Lumber Company a body corporate of the State of Maryland, and is duly authorized to make this affidavit,

In witness whereof I hereunto subscribe my name and affix my Notarial seal the day and year first hereinbefore written.


James B. Ellison


Wm. Jordan Lumber Company
1101 Old Annapolis Road, N. E.
Glen Burnie, Maryland

VS.

Irvin C. Carroll & Dorothy M. Carroll
4950 Magnolia Avenue
Pasadena, Maryland

<u>Date of delivery</u>	<u>Item</u>	<u>Amount</u>	
8-7-56	Invoice #35237		
	16-2 X 6 - 14 Fir .13 $\frac{1}{2}$	\$30.21	
	32-2 X 4 - 14 Fir "	40.32	
	50-2 X 4 - 8 Fir "	36.00	
	4-2 X 6 - 12 Fir "	6.48	
	800 Bm. Ft. 1 X 10 Sheathing .11	88.00	
	3 Rolls # 15 Felt 3.85	11.55	
	8 Sq. White Asbestos Shingles 14.75	118.00	
	9 Sq. White Roof Shingles 8.25	74.25	
	1 Keg #8 Nails	14.40	
	1 Keg #16 "	14.15	
	1 2 - 8 X 6 - 8 1 3/8 Frame	10.80	
	1 2 - 8 X 6 - 8 1 3/8 3 H. Lite Door	15.00	
	1 2 - 0 X 3 - 2 2/2 Twin Marvel	29.50	
	1 2 - 0 X 3 - 2 2/2 Single	14.00	
	1 1 - 8 X 4 - 6 Picture unitless Center Sash	62.00	
	State Tax		\$564.69
			11.30
			<u>\$575.99</u>
8-11-56	Invoice #35278		
	325 8 X 8 X 16 Reg. Concrete Block .18	58.50	
	100 4 X 8 X 16 Block .15	15.00	
	1 Load Mason Sand	15.00	
	5 Mortar Mix	6.00	
	5 Reg. Cement	7.00	
	State Tax		\$101.50
			2.03
			<u>\$103.53</u>

LIBER

12 PAGE 143

LIBER

105 PAGE 40

8-11-56 Invoice #35279

2000 Scratch Face Brick -

\$87.00

8 8 1/2 X 13 Pine Liners

1.60

12.80

\$99.80

State Tax

2.00

\$101.80

8-11-56 Invoice #35274

16 2 X 6 X 16 Pine

1.48

23.68

100 1 X 3 Rough Bridging

3.00

\$26.68

State Tax

.54

\$27.22

8-15-56 Invoice #35119

1 Model 552 Saw

\$55.00

\$55.00

State Tax

1.10

\$56.10

8-16-56 Invoice #35332

1 Saw Blade

\$2.25

1 Trammel

3.98

\$6.23

State Tax

.13

\$6.36

8-18-56 Invoice #35360

6 6" Bolts

.02 1/2 Per In. .90w

\$.90

Tax

.02

\$.92

8-18-56 #35359

1 Garbage Can

\$4.35

\$4.35

State Tax

.09

\$4.44

8-18-56 Invoice #35358

1 Gal. Paint

\$7.50

50 Ft. Cord & Plug

4.60

1 Bag Nails #8

12.40

400 Ft. 1 X 10 Fir

44.00

\$68.50

State Tax

1.37

\$69.87

8-16-56 Invoice #35336

4 Bags Cement

\$5.60

\$5.60

State Tax

.12

\$5.72

LIBER 105 PAGE 41

8-16-56 Invoice #35333

LIBER 12 PAGE 144

2 Bag. Cement

\$1.10

\$2.80

State Tax

\$2.80

.06

\$2.86

8-28-56 Invoice #35474

8 Sq White Asbestos Shingles

\$14.75

\$118.00

9 Sq. White Roof Shingles

8.25

74.25

\$192.25 Credit

Total \$954.81

Credit 192.25

Total Bal. \$762.56

Recorded-22nd-Oct.-1956-at-2:02-P.M.

-68.2

MECHANICS LIEN CLAIM

WRL JORDAN LUMBER COMPANY
a body corporate

VS

IRVIN C. CARROLL and
DOROTHY H. CARROLL, his wife

situate on Lots 49 and 50,
Block 3, Pasadena, KK.

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY

OCT 22 PM 2:02

RECORDED IN LIBER GTC

NO. 12 FOLIO 139

GEO. J. CROWWELL, CLERK

WILLIAM W. TOWNSHEND, JR.

ATTORNEY AT LAW
TOWNS-WORTH BUILDING
SOUTH ST.
ANNAPOLIS, MD.

6-20

VURL JORDAN LUMBER COMPANY, a body corporate	:	No. 11,926	Equity
vs.	:	In the	
	:	Circuit Court	
IRVIN C. CARROLL and DOROTHY M. CARROLL, his wife	:	for	
and	:	Anne Arundel County	
UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE	:		

ANSWER OF UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION
TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

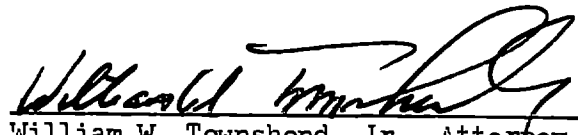
Your Respondent, the United Federal Savings and Loan Association of Glen Burnie, by William W. Townshend, Jr., its Attorney, for answer to the Bill of Complaint filed against it, respectfully states:

1. That your Respondent has no direct knowledge of the subject matter in paragraphs 1 through 4, and, therefore, neither admits nor denies the allegations therein set out.

2. That your Respondent admits the allegations as set out in paragraph 5.

3. That in further answering the Bill of Complaint, your Respondent respectfully represents that its mortgage against the premises mentioned in the Bill of Complaint was recorded prior to the commencement of the construction of the building located on the premises; and therefore your Respondent prays this Honorable Court give proper priority to its mortgage.

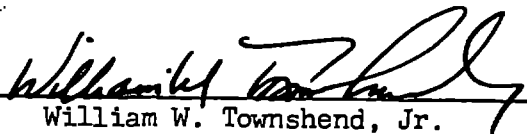
Having fully answered said Bill of Complaint, your Respondent herein prays to be hence dismissed with its proper costs.


William W. Townshend, Jr., Attorney for
United Federal Savings and Loan Assn.

FILED

1955 DEC 10 AM 11:31

I hereby certify that on this 10th day of December, 1956, a copy of the foregoing Answer has been delivered to William E. Kirk, Towns-Worth Building, Annapolis, Maryland, Attorney for the Plaintiff.


William W. Townshend, Jr.

VURL JORDAN LUMBER COMPANY
a body corporate

vs.

IRVIN C. CARROLL, et ux, et al.

No. 11,926 ~~XXXXXX~~ DIVORCES - EQUITY

IN THE
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondent, Irvin C. Carroll and Doreothy M. Carroll his wife
after ~~order of publication duly published (or served)~~ (having been duly summoned), having failed to
appear to the bill of complaint and answer same according to the command of the said ~~order of~~
~~publication (or writ of summons)~~.

It is, thereupon, this 19th day of December, 1956,
by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said
bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

And it is further ordered that leave is hereby granted to the complainant to take testimony be-
fore any one of the standing Examiners of this Court in support of the allegations of the said bill
upon giving due notice to the respondent of the time and place of taking of testimony.

Benjamin Nicholas
Judge

FILED

1956 DEC 20 PM 12:27

VURL JORDAN LUMBER COMPANY, a body corporate,	:	IN
	:	THE CIRCUIT COURT
VS.	:	FOR
IRWIN C. CARROLL, ET AL.	:	ANNE ARUNDEL COUNTY
	:	No. 11,926 Equity

.....

TESTIMONY ON BEHALF OF THE PLAINTIFF

January 14, 1957

Present:

Mr. William E. Kirk, Solicitor for the Plaintiff.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Vurl Jordan, pages 2, 3, 4.

Lawrence Jordan, pages 5, 6.

Franklin E. Maddox, pages 7, 8, 9.

FILED

1957 JAN 25 PM 12:50

Vurl Jordan, a witness of lawful age, being first duly sworn,
deposes and says:

(Mr. Kirk)

1. What is your name?
A. Vurl Jordan, trading as Vurl Jordan Lumber Company, Inc.,
Glen Burnie.
2. What officer of the company are you?
A. President.
3. How long have you been in the lumber business?
A. Ten years.
4. Do you know the defendants in this case?
A. Yes.
5. Do they have an account with the lumber company?
A. Yes, they do.
6. Are you familiar with the account?
A. Yes.
7. What is the present status of that account?
A. There hasn't been anything paid on the account.
8. I would like to show you Mechanics' Lien Claim, G. T. C. No.
12, folio 139; would you look at that claim and state whether
or not that represents the status of the claim?
A. Yes it does. That is the account.
9. That shows dates of delivery, items delivered and amounts?
A. Yes.
10. I show you a series of tickets and ask you what they are?
A. They are tickets for merchandise delivered.
11. On this ticket what is "Credit off of Ticket # 35237"?
A. That is merchandise ordered and "hold" as is on the ticket.

12. The total amount due is how much?
A. \$762.56.
13. Is that a true account of the status of the account?
A. Yes it is.
14. Was someone at the property when the materials were delivered?
A. Carroll and his wife.
15. Would they sign for the delivery of the materials?
A. She was always with him and she would sign sometimes.
16. Who delivered the materials?
A. Lawrence Jordan.
17. The improvements were to be made by Carroll himself rather than a contractor?
A. Yes.
18. Were these prices fair and feasonable at the time of delivery?
A. Yes, they were fair prices.
19. Were the defendants ever billed?
A. Yes.
20. Was there ever any dispute over the price of the materials at the time of delivery?
A. No.
21. What was the address?
A. 4950 Magnolia Road.
22. Do you know the foto number?
A. No.
23. Could you describe the property?
A. It is at the end of a dead-end street. It is the last improved property on the street, on the South side. It is a two-story frame house.
24. Do you have the invoices?
A. All of the invoices. (INVOICES MARKED EXAMINER'S EX. 1 AND FILED HEREEWITH)
(DEED MARKED EXAMINER'S EX. 2 AND FILED HEREWITH)

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer 710

Signature *John J. Proctor*

Lawrence Jordan, a witness of lawful age, being first duly sworn, deposes and says:

)Mr. Kirk)

1. What is your name and address?

A. Lawrence Jordan, 1104 Annapolis Boulevard.

2. Do you drive a truck for the Vurl Jordan Lumber Company, Inc.?

A. Yes.

3. Did you have occasion to make deliveries in the month of August 1956?

A. Yes.

4. I hand you Examiner's Ex. 1 in this case, and ask you if you could identify those tickets as to whether they were for merchandise delivered to Irwin C. Carroll and his wife on the dates indicated?

A. They were.

5. On some of these invoices there are signatures, who made them?

A. His wife. When she wasn't there, I would leave the stuff and Customer's Ticket.

6. Will you look at these pictures marked Examiner's Ex. 5 and 6; is that the property you delivered the materials to?

A. Yes it is.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer *NA*

Signature *L. Lawrence Jordan*

(LETTER ADDRESSED TO MR. AND MRS. CARROLL, DATED SEPT. 14, 1956,
MARKED EXAMINER'S EX. 3 AND FILED HEREWITH)

(LETTER ADDRESSED TO MR. AND MRS. CARROLL, DATED Jan. 7, 1957,
notifying them of the time and place of the taking of testimony,
MARKED EXAMINER'S EX. 4, AND FILED HEREWITH)

Franklin E. Maddox, a witness of lawful age, being first duly
sworn, deposes and says:

(Mr. Kirk)

1. What is your name and address?

A. Franklin E. Maddox, Treasurer United Federal Savings & Loan,
210 Crain Highway, North, Glen Burnie. I live at 208 Second
Avenue, Glen Burnie.

2. Have you been in the real estate business in connection with
the United Federal Savings & Loan Assn. and Anne Arundel County?

A. Yes.

3. What was your position with the County?

A. I was Supervisor of Assessments for nine years.

4. How long have you been appraising real estate?

A. Twenty-four years.

5. Are you familiar with property values in Pasadena?

A. Yes I am.

6. Are you familiar with the property of Irwin C. Carroll and wife,
Block 3
known as Lots 49 and 50, as shown on the Plat of Pasadena?

A. I am. I received an application for a loan. Mr. *De Alba* et.
and myself went and appraised the property.

7. What was the amount of the appraisal?

A. \$1600.00.

8. What was the date of the appraisal?

A. It was 1½ years ago.

9. That was prior to August 1956?

A. Yes.

(PICTURES MARKED EXAMINER'S EX. 5 and 6 AND FILED HEREWITH)

10. I show you the two pictures, marked Examiner's Ex. 5 and 6 and ask you to describe what they depict?

A. In Ex. 5, this was the part of the proposed building. This roof hasn't been put on; the floors are in. Ex. 6 is the same house taken at a different angle. The house has two rooms, and is frame. This was the part with the roof on.

11. Do the pictures adequately describe the property?

A. Yes.

12. Who took the pictures?

A. Mr. De Alba

13. What is the value of the house?

A. \$2200.00-\$2250.00.

14. What was the value of the building before the improvements?

A. \$1600.00, including the ground. The house and ground would be \$2,400.00, for the entire property, after improvements.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer

Signature

Franklin E. Hedges

(MECHANICS' LIEN MARKED EXAMINER'S EX. 7, attached to Bill of Complaint)

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired on its behalf, this testimony is now closed, and at the request of Plaintiff's Solicitor is returned to the Court.

I hereby certify that the foregoing testimony was taken at the instance of the Plaintiff; that I, the undersigned examiner, was present with the witnesses throughout the taking of the testimony in the same room; that the testimony was taken in one day.

Witness my hand and seal this 25th day of January 1957.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. \$10.00

K.H.McC. \$8.00

62/24/57

LIBER 105 PAGE 57

MARLEY PARK, MD., GLEN BURNIE/P.O.

FRAMING • MILLWORK • FLOORING • SHEETROCK • BUILDERS HARDWARE • CONCRETE BLOCKS • PITTSBURGH PAINTS

GLEN BURNIE 978

Date 8/7/52

Invoice No. 35333

Terms

Order No.

[illegible]

RECEIVED ABOVE IN GOOD CONDITION

Received by

CASH ☐ C.O.D. ☐

CHARGE ☒

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JORDAN AND CLARK LUMBER CO.

LIBER

105 PAGE 61

FURNACE BRANCH AND OLD ANNAPOLIS ROADS

MARLEY PARK, MD., GLEN BURNIE P.O.

FRAMING • MILLWORK • FLOORING • SHEETROCK • BUILDERS HARDWARE • CONCRETE BLOCKS • PITTSBURGH PAINTS

GLEN BURNIE 978

Sold to

Date _____

Address**Invoice No.**

Terms

Delivered to

Order No.

[illegible]

ALL CLAIMS MUST BE MADE WITHIN FIVE DAYS AFTER RECEIPT OF
GOODS. ALL MATERIALS RETURNED WHICH SHOW NO EVIDENCE OF HAV-
ING BEEN USED OR REGARDED WILL BE CREDITED AT INVOICE PRICE
LESS 2% HANDLING CHARGE. OVER DUE ACCOUNTS WILL
BEAR 6% CARRYING CHARGE.

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LIBER 105 PAGE 62

MARLEY PARK, MD., GLEN BURNIE P.O.

GLEN BURNIE 978

Date _____

8/16/54

Mazandhera Ave.

Invoice No.

35332

Terms

Chap

Paradise

Order No. _____

QUANTITY	DESCRIPTION	TOTAL FEET	PRICE	AMOUNT
1	Saw Blade.	1	2.25	2.25
1	Tronch	1	3.98	3.98
				6.23
				13
				6.36

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LIBER 105 PAGE 63

MARLEY PARK, MD., GLEN BURNIE P.O.

**FREE DELIVERY
GLEN BURNIE 978**

Date 8/13/56

Invoice No. 35319

Terms *Chase*

Order No.

[illegible]

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LIBER 105 PAGE 64

MARLEY PARK, MD., GLEN BURNIE P.O.

FRAMING • MILLWORK • FLOORING • SHEETROCK • BUILDERS HARDWARE • CONCRETE BLOCKS • PITTSBURGH PAINTS

Sold to

Date _____

Address

Invoice No.

Terms

Delivered to

Order No.

ALL CLAIMS MUST BE MADE WITHIN FIVE DAYS AFTER RECEIPT OF GOODS. ALL MATERIALS RETURNED WHICH SHOW NO EVIDENCE OF HAVING BEEN USED OR REGARDED WILL BE CREDITED AT INVOICE PRICE LESS 25% HANDLING CHARGE. OVER DUE ACCOUNTS WILL BEAR 6% CARRYING CHARGE.

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CASH

C.O.D.

CHARGE

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LIBER 105 PAGE 65

MARLEY PARK, MD., GLEN BURNIE P.O.

GLEN BURNIE 978

Order No.

PRINTED BY THE STANDARD REGISTER CO., DAYTON 1, OHIO, U.S.A.

LIBER 105 PAGE 66

MARLEY PARK, MD., GLEN BURNIE P.O.

GLEN BURNIE 978

Date**Invoice No.**

Invoice No. 35278

Terms

Delivered to**Order No.**

ALL CLAIMS MUST BE MADE WITHIN FIVE DAYS AFTER RECEIPT OF
GOODS. ALL MATERIALS RETURNED WHICH SHOW NO EVIDENCE OF HAV-
ING BEEN USED OR REGARDED WILL BE CREDITED AT INVOICE PRICE
LESS 25% HANDLING CHARGE. OVER DUE ACCOUNTS WILL
BEAR 6% CARRYING CHARGE.

RECEIVED ABOVE IN GOOD CONDITION

Received by

CASH ☐ **C.O.D.** ☐

CHARGE ~~_____~~

PRINTED BY THE STANDARD REGISTER CO., DAYTON 1, OHIO, U.S.A.

ORIGINAL INVOICE

LIBER 105 PAGE 67

JORDAN AND CLARK LUMBER CO.

FURNACE BRANCH AND OLD ANNAPOLIS ROADS

MARLEY PARK, MD., GLEN BURNIE P.O.

FRAMING • MILLWORK • FLOORING • SHEETROCK • BUILDERS HARDWARE • CONCRETE BLOCKS • PITTSBURGH PAINTS

FREE DELIVERY

GLEN BURNIE 978

Sold to *Jervis C. Carroll*Date *8/7/56*Address *4950 Magnolia Ave
Pasadena near P.O.*Invoice No. *35237*Terms *Charge*

Delivered to

Order No.

QUANTITY	DESCRIPTION	TOTAL FEET	PRICE	AMOUNT
<i>16</i>	<i>2x6x14' Fir.</i>		<i>13 1/2</i>	<i>30.24</i>
<i>32</i>	<i>2x4x14</i>			<i>40.32</i>
<i>50</i>	<i>2x4x8</i>			<i>36.00</i>
<i>4</i>	<i>2x6x12</i>			<i>6.48</i>
<i>800</i>	<i>3/4" 1x10 Sheathing</i>		<i>11</i>	<i>88.00</i>
<i>3</i>	<i>Rolls #15 Felt</i>		<i>3.85</i>	<i>11.55</i>
<i>8</i>	<i>1/2" White Asbestos Shingles</i>		<i>14.75</i>	<i>118.00</i>
<i>9</i>	<i>1/2" White Roof Shingles</i>		<i>8.25</i>	<i>74.25</i>
<i>1</i>	<i>1/2" #8 Nail</i>			<i>14.40</i>
<i>1</i>	<i>1/2" #16</i>			<i>14.95</i>
<i>1</i>	<i>2-8 x 6-8-13/8 Frame</i>	<i>1080</i>		<i>10.80</i>
<i>1</i>	<i>2-8 x 6-8-13/8 3-4" White Don</i>			<i>15.00</i>
<i>1</i>	<i>2-0 x 3-2-3/2 Turn Mould</i>			<i>29.50</i>
<i>1</i>	<i>2-0 x 3-2-3/2 Angle</i>			<i>14.00</i>
<i>1</i>	<i>1-8 x 4-6-3/2 Picture Mould</i>			
	<i>Less Sinter Dash</i>			<i>62.00</i>
	<i>(Total 575.99)</i>			<i>564.69</i>
		<i>Tax</i>		<i>11.30</i>
				<i>576.99</i>

ALL CLAIMS MUST BE MADE WITHIN FIVE DAYS AFTER RECEIPT OF GOODS. ALL MATERIALS RETURNED WHICH SHOW NO EVIDENCE OF HAVING BEEN USED OR REGARDED WILL BE CREDITED AT INVOICE PRICE LESS 25% HANDLING CHARGE. OVER DUE ACCOUNTS WILL BEAR 6% CARRYING CHARGE.

RECEIVED ABOVE IN GOOD CONDITION

Received by

CASH ☐ C.O.D. ☐CHARGE ☒

PRINTED BY THE STANDARD REGISTER CO., DAYTON 1, OHIO, U.S.A.

(FEDERAL STAMPS \$1.65 MARYLAND STATE STAMPS \$1.65)

This Deed, Made this first day of February

in the year one thousand nine hundred and fifty-six , by and between.

WILLIAM W. EVERETT and ROBERTA D. EVERETT, his wife,

of Anne Arundel County GRANTORS;
in the State of Maryland, of the first part, and

IRVIN C. CARROLL and DOROTHY M. CARROLL, his wife,

of the second part., GRANTEES,

Witnesseth, that in consideration of the sum of Ten Dollars and other good and valuable considerations, receipt whereof in full is hereby acknowledged, the said GRANTORS

do grant and convey unto the said GRANTEES, as tenants by the entireties, unto the survivor of them, his or her

heirs and assigns, in fee simple, all those lots of ground, situate, lying and being in
Third Election District, the County, aforesaid, and described as follows, that is to say:—

~~Beginning for the~~

KNOWN AND DESIGNATED as Lots Nos. 49 and 50 in Block 3, as shown on the Plat of Pasadena, recorded among the Plat Records of Anne Arundel County in Plat Book 12, Folio 11. See also Plat Book 18, Folio 50.

BEING the same property conveyed to the within-named Grantors by Alice Mae Holston Young and Warren C. Holston, her father, by deed dated April 15, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 836, Folio 155.

11/9/26 E. J. Carroll
Jordan Lumber Co. Carroll
Examiner & Co. 2
E. J. Carroll
Examiner

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

To Have and To Hold the said lotS of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said GRANTEES, as tenants by the entireties, unto the survivor of them, his or her heirs and assigns, in fee simple.

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted and that they will execute such further assurances of the same as may be requisite.

Witness the hands and seal of said grantor S

TEST:

s/ Alice Gary
Alice Gary

s/ William W. Everett (SEAL)
William W. Everett

s/ Roberta D. Everett (SEAL)
Roberta D. Everett

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this first day of February in the year one thousand nine hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Everett and Roberta D. Everett, his wife,

the above named grantor S, and they acknowledged the foregoing Deed to be their act.

As Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

s/ Alice Gary
Alice Gary Notary Public.

Rec'd for record Feb. 3, 1956, at 9 A. M.
Mailed to Wm. W. Townshend, Jr.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the foregoing Deed is truly taken and copied from Liber G. T. C. No. 998 Folio 349, one of the Land Record Books for Anne Arundel County.



IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 14th day of January A. D., 1957. *George T. Cromwell* Clerk. GEORGE T. CROMWELL

DEED

FROM

TO

BLOCK NO.

Received for Record 19

at o'clock M. Same day recorded in Liber No. Folio &c., one of the Land Records of

, and examined per Clerk. Cost of Record, \$

September 14, 1956

Mr. and Mrs. Irvin C. Carroll
4950 Magnolia Avenue
Pasadena, Maryland

Dear Mr. and Mrs. Carroll:

Mr. Jordan of the Vurl Jordan Lumber Company has requested that we write this letter concerning the materials supplied to your home in the Third Election District and described as follows:

Known as Lots Nos. 49 and 50 in Block 3, as shown on the Plat of Pasadena. Recorded among the land records of Anne Arundel County, Plat Book 12, Folio 11. Also known as 4950 Magnolia Avenue. Title to said property being recorded among the Land Records of Anne Arundel County in Liber G. T. C. 998, Folio 349.

Please understand that this communication is not intended as a collection letter nor should it be considered any reflection on your credit. It is only for the purpose of meeting the requirements for the statutes for the State of Maryland, relating to mechanics lien, more particularly Article 63.

Therefore, pursuant to statutes, be advised of our intention to file a mechanics lien against the above described property in the amount of \$762.56. This balance is due to the Vurl Jordan Company for materials ordered and delivered to your contractor at the above described property between August 7, 1956, and August 28, 1956, as is more specifically set out on the enclosed list of invoices.

Very truly yours,

William E. Kirk

WEK:ib

Encl.

*Order for \$726 by Carroll.
Examiner's File 3
E. Kirk
Examiner*

INSTRUCTIONS TO DELIVERING OFFICE	
<input type="checkbox"/>	DELIVER ONLY TO ADDRESSEE (20¢ additional)
<input type="checkbox"/>	SHOW ADDRESS WHERE DELIVERED IN ITEM 4 BELOW (31¢ additional)
RECEIPT	
Received from the Postmaster the Registered, Certified, or Insured Article, the number of which appears on the face of this return receipt.	
1. SIGNATURE OR NAME OF ADDRESSEE	
<i>Irvin C. Carroll</i>	
2. SIGNATURE OF ADDRESSEE'S AGENT (Agent should enter addressee's name in item 1 above)	
DELIVERY DATE	
<i>9-20-56</i>	

No 391619

RECEIPT FOR CERTIFIED MAIL—15¢	
SENT TO	
Irvin C. Carroll	
STREET AND NO.	
4950 Magnolia Avenue	
CITY AND STATE	
Pasadena, Maryland	
If you want a return receipt, check which	
<input checked="" type="checkbox"/> 7¢ shows to whom and when delivered	<input type="checkbox"/> 31¢ shows to whom, when, and address where delivered
If you want restricted delivery, check here	
<input type="checkbox"/> 20¢ fee	
POSTMARK OR DATE	
SEP 16 1956 MD.	

POD Form 3800
July 1955

Replaces previous editions of this form which MAY be used.

January 7, 1957

CERTIFIED MAIL

Mr. and Mrs. Irvin Carroll
4950 Magnolia Avenue
Pasadena, Maryland

Re: Vurl Jordan Lumber Co. vs. Irvin C. Carroll, et ux

Dear Mr. and Mrs. Carroll:

Please be informed that testimony will be taken in the above-entitled case on Monday, January 14th at 10:00 a.m. in the Stenographer's Office in the Court House in Annapolis.

Very truly yours,

William E. Kirk

WEK:pl

*11926 E. Carroll
Jordan Lumber Co. Carroll
Et ux
E. W. Carroll
W. Carroll*

INSTRUCTIONS TO DELIVERING EMPLOYEE

- ☐ DELIVER ONLY TO ADDRESSEE (20¢ additional)
☐ SHOW ADDRESS WHERE DELIVERED IN ITEM 4 BELOW (31¢ additional)

RECEIPT

Received from the Postmaster the Registered, Certified, or Insured Article, the number of which appears on the face of this return receipt.

1. SIGNATURE OR NAME OF ADDRESSEE

x *Dorothy Carroll*

2. SIGNATURE OF ADDRESSEE'S AGENT (Agent should enter addressee's name in item 1 above)

3. DELIVERY DATE

JAN 8 1957

1-8-57

RECEIPT FOR CERTIFIED MAIL—15¢

SENT TO

Mr. and Mrs. Irvin Carroll

STREET AND NO.

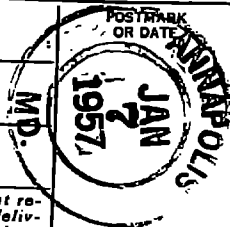
4950 Magnolia Avenue

CITY AND STATE

Pasadena, Maryland

If you want a return receipt, check which
☒ It shows to whom, when, and address where delivered

If you want restricted delivery, check here
☐ 20¢ fee

OD Form 3800
July 1955Replaces previous editions of
this form which MAY be used.

WURL JORDAN LUMBER COMPANY
a body corporate
1101 Old Annapolis Road, NE
Glen Burnie, Maryland
Complainant

vs.

IRVIN C. CARROLL and
DOROTHY M. CARROLL, his wife
4950 Magnolia Avenue
Pasadena, Maryland

and

UNITED FEDERAL SAVINGS AND LOAN
ASSOCIATED OF GLEN BURNIE
Glen Burnie, Maryland
Defendants

No. 11,926 Equity

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE

This case coming on for hearing, and being submitted, testimony was taken by a standing examiner, and the proceedings read and considered.

It is, thereupon, this 7th day of February, 1957, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED that the Plaintiffs' mechanics lien claim be, and the same is hereby, allowed in the amount of \$762.56, with interest thereon from the 28th day of August, 1956.

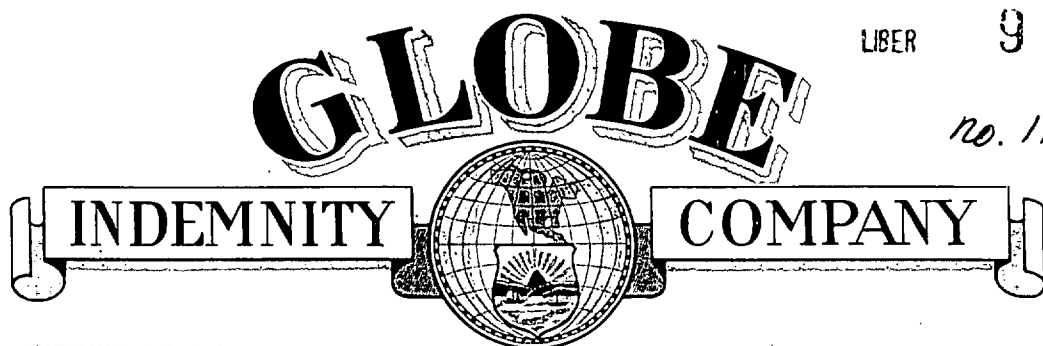
And it is further ADJUDGED, ORDERED and DECREED that unless the Defendants, Irvin C. Carroll and Dorothy M. Carroll, his wife, pay to the Plaintiffs the sum of \$762.56 with interest thereon from August 28, 1956, and the costs of suit within thirty (30) days from the date of this decree, the property mentioned in these proceedings, that is to say, all those several lots situate in the Third Election District of Anne Arundel County, and which are more particularly described as follows, that is to say: Lots 49 and 50, Block 3, as shown on the Plat of Pasadena, recorded among the Plat Records of Anne Arundel County, in Plat Book 12, Page 11, and being the same property which by deed dated February 1, 1956 and recorded in Liber G.T.C. No. 998, Folio 349 of the Land Records of Anne Arundel County was granted and conveyed

FILED

1957 FEB -7 PM 4:46

by William W. Everett and Roberta D. Everett, his wife, to Irvin C. Carroll and Dorothy M. Carroll, his wife, be sold, subject to the mortgage of the United Federal Savings and Loan Association of Glen Burnie, which mortgage is dated February 1, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 998, Folio 351; that William E. Kirk be and he is hereby, appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a corporate surety, to be approved by this Court, or the Clerk thereof, in the penalty of \$2500.00, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future order or decree in the premises; he shall then proceed to make said sale, having given notice by advertisement inserted for three successive weeks in such weekly newspaper, or newspapers, published in said Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which terms shall be cash upon the ratification of said sale by this Court; and, as soon as may be convenient after such sale, or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser, or purchasers, his, her or their heirs, the property and estate to him, her or them, sold, free, clear and discharged of all claims of the parties hereto, Plaintiffs and Defendants, and those claiming by, from or under them, or any of them, subject, however, to the aforesaid mortgage of the United Federal Savings and Loan Association of Glen Burnie; and the said Trustee shall bring into this Court, the money arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Benjamin Kitcheson
Judge



LIBER 9 PAGE 32

No. 11, 926

Equity

A STOCK COMPANY

BOND

No. 11,926 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, WILLIAM E. KIRK - - - - -
 - - - - - of Anne Arundel County, State of Maryland, as Principal, and Globe
 Indemnity Company, a body corporate of the State of New York, authorized to do business
 in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland
 in the full and just sum of TWENTY FIVE HUNDRED DOLLARS (\$2,500.00) - - - - -
 current money, to be paid to the said State or its certain attorneys, to which payment
 well and truly to be made and done we bind ourselves, and each of us, our and each of our
 heirs, executors, administrators and assigns, jointly and severally, firmly by these
 presents; sealed with our seals and dated this 13th day of March , 1957 .

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause
 entitled Vurl Jordan Lumber Company vs. Irvin C. Carroll, et al, No. 11,926 Equity,
 dated February 7, 1957, the said William E. Kirk - - - - - was appointed
 Trustee to make sale of the property described in said proceedings, and the said

William E. Kirk is about to execute said power and make sale
 of the property described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above
 bounden do and shall well and faithfully abide by and fulfill any Order or Decree which
 shall be made by any Court of Equity in relation to the sale of said property, or to the
 proceeds thereof, then the obligation set forth above shall be void and of no effect;
 otherwise to be and remain in full force and virtue in law.

WITNESS:

Kathleen Meench
 Kathleen Meench, as to all

William E. Kirk (SEAL)
 William E. Kirk, Principal

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV
 John H. Hopkins, IV, Attorney-in-fact
 SURETY

Bond approved this 13th day
 of March 1957

George T. Cromwell, Clerk

FILED

1957 MAR 13 PM 3:37

TOWNSHEND AND KIRK

Attorneys At Law

Towns-Worth Building

South Street

Annapolis, Maryland

TRUSTEE'S SALE

OF VALUABLE

Fee Simple Property

WITH DWELLING AND PARTIALLY COMPLETED ADDITION SITUATE IN THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

BY VIRTUE of a decree of the Circuit Court for Anne Arundel County, filed in Equity Case No. 11,926, the undersigned Trustee will sell at public auction at the Court House Door, Annapolis, Maryland, on

FRIDAY, APRIL 19th, 1957

AT 11 O'CLOCK, A. M.

ALL THAT property and improvements located in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

A ONE-STORY, two-room frame dwelling with an additional two rooms now under construction, said dwelling being known as 4950 Magnolia Avenue, being situate on Lots 49 and 50, Block 3 as shown on the Plat of Pasadena and recorded among the Plat Records of Anne Arundel County in Plat Book 12, Page 11.

BEING the same property conveyed unto Irvin C. Carroll and Dorothy M. Carroll, his wife, by deed dated February 1, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 998, Folio 349.

TERMS OF SALE: A deposit of Five Hundred Dollars (\$500.00) will be required of the purchaser at the time and place of the sale; balance of the purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes, expenses and public charges to be adjusted to date of sale.

THIS SALE IS SUBJECT TO: A first mortgage in favor of the United Federal Savings and Loan Association of Glen Burnie as recorded among the afore-said Land Records in Liber G.T.C. No. 998, Folio 351, balance to be announced at time and place of sale.

FOR FURTHER particulars, apply to:

WILLIAM E. KIRK, Attorney,
Towns-Worth Building,
South Street,
Annapolis, Maryland,
Trustee.

Annapolis, Maryland
April 19, 1957

I hereby certify that I have this 19th day of April, 1957, for William E. Kirk, Trustee, sold the property of Irvin C. Carroll and Dorothy M. Carroll, his wife, known as Lots Nos. 49 and 50, Block 3, Pasadena, Third Election District, Anne Arundel County, Maryland, the improvements thereon known as 4950 Magnolia Avenue, unto Vurl Jordan Lumber Company

at and for the sum of

Five hundred dollars and no cents (\$500.00).

being then and there the highest bidder(s) therefor.

Robert H. Campbell
Robert H. Campbell, Auctioneer

Annapolis, Maryland
April 19, 1957

I/we hereby certify that I/we have this 19th day of April, 1957, purchased from William E. Kirk, Trustee, the property of Irvin C. Carroll and Dorothy M. Carroll, his wife, known as Lots Nos. 49 and 50, Block 3, Pasadena, Anne Arundel County, Maryland, the improvements thereon known as 4950 Magnolia Avenue, at and for the sum of

Five Hundred dollars -----(\$500.00)

and I/we hereby agree to comply with the terms of sale.

VURL JORDAN LUMBER COMPANY

By: *Vurl Jordan*
Vurl Jordan, Purchaser
President

Purchaser

FILED

1957 APR 22 PM 2:16

VURL JORDAN LUMBER COMPANY
a body corporate
1101 Old Annapolis Road, NE
Glen Burnie, Maryland

Complainant

vs.

IRVIN C. CARROLL, et ux, et al

No. 11,926 Equity

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of William E. Kirk, Trustee, appointed by the Decree in this cause, to make sale of the real estate therein mentioned, respectfully states:

That under and by virtue of his appointment as Trustee in the Decree in this cause, dated February 7, 1957, the said William E. Kirk, Trustee, named in said decree to make sale of the property herein described in case of default in payment within 30 days of the sum of \$762.56 with interest thereon from August 28, 1956 to the Plaintiff by the Defendants, Irvin C. Carroll and Dorothy M. Carroll, his wife, default having occurred after the lapse of 30 days, and after giving bond with security for the faithful discharge of his trust, as required by the said Decree and after having given due notice of the time, place, manner and terms of sale by advertisement inserted for three successive weeks in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites as set out in the aforesaid Decree, offered the property described herein at public auction, subject to the mortgage of the United Federal Savings and Loan Association of Glen Burnie, which mortgage is more particularly referred to in said Decree, at the Court House Door, Annapolis, Maryland, on Friday, April 19, 1957, at 11 o' clock a.m., and after announcing the balance due on the said mortgage in favor of the United Federal Savings and Loan Association of Glen Burnie, then and there sold the said property subject to the aforesaid mortgage, to the Vurl

FILED

1957 APR 22 PM 2:16

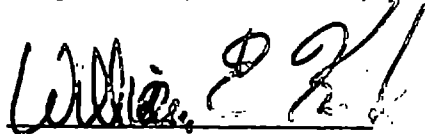
Jordan Lumber Company, at and for the sum of Five Hundred Dollars (\$500.00), being at that figure the highest bidder, therefore, said property being described as follows:

KNOWN AND DESIGNATED as Lots 49 and 50, Block 3, as shown on the Plat of Pasadena, said plat being recorded among the Plat Records of Anne Arundel County, in Plat Book 12, Page 11,

Being the same property which by deed dated February 1, 1956 and recorded in Liber G.T.C. No. 998, Folio 349 of the Land Records of Anne Arundel County was conveyed by William M. Everett and Roberta D. Everett, his wife, to Irvin C. Carroll and Dorothy M. Carroll, his wife.

And the said Trustee further reports that the sale was fairly made and that he has received from the said purchaser a deposit as required by the terms of said sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: Terms of Sale: A deposit of Five Hundred Dollars (\$500.00) will be required of the purchaser at the time and place of the sale; balance of the purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes, expenses and public charges to be adjusted to date of sale.


Respectfully submitted,

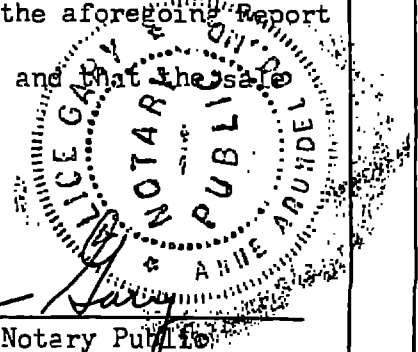

William E. Kirk, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 22nd day of April, 1957, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William E. Kirk, Trustee appointed by Decree of the Circuit Court for Anne Arundel County in Equity No. 11,926, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale herein reported was fairly made.

WITNESS my hand and Notarial seal.


Alice Gary, Notary Public



Town-Worth Building
South Street
Annapolis, Maryland

**Trustee's Sale
OF VALUABLE FEE
SIMPLE PROPERTY
WITH DWELLING
AND PARTIALLY
COMPLETED ADDITION
SITUATE IN THIRD
ELECTION DISTRICT,
ANNE ARUNDEL
COUNTY, MARYLAND**

By virtue of a decree of the Circuit Court for Anne Arundel County, filed in Equity Case No. 11,026, the undersigned Trustee will sell at public auction at the Court House Door, Annapolis, Maryland, on

**Friday, April 19, 1957
at 11:00 O'Clock A. M.**

All that property and improvements located in the Third Election District of Anne Arundel County, State of Maryland and described as follows:

A one story, two room frame dwelling with an additional two rooms now under construction, said dwelling being known as 4960 Magnolia Avenue, being situate on Lots 40 and 50, Block 8 as shown on the Plat of Pasadena and recorded among the Plat Records of Anne Arundel County in Plat Book 12, Page 11.

Belong the same property conveyed unto Irvin C. Carroll and Dorothy M. Carroll, his wife, by deed dated February 1, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 968, Folio 240.

TERMS OF SALE: A deposit of Five Hundred Dollars (\$500.00) will be required of the purchaser at the time and place of the sale; balance of the purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes, expenses and public charges to be adjutted to date of sale.

THIS SALE IS SUBJECT TO: A first mortgage in favor of the United Federal Savings and Loan Association of Glen Burnie as recorded among the aforesaid Land Records in Liber G. T. C. No. 968, Folio 261, balance to be sourced at time and place of sale.

For further particulars, apply to:

**WILLIAM E. KIRK, Attorney
Town-Worth Building
South Street
Annapolis, Maryland
TRUSTEE**

ROBERT H. CAMPBELL, Auctioneer.

A-11

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 105 PAGE 80

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 22, 1957

We hereby certify, that the annexed

Trustee's Sale.

Eq. 11, 926

Irvin C. Carroll

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 19th

day of April, 1957. The first

insertion being made the 21st day of

March, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

LED

2 PM 2:16

By V. Tilghman

File 1957 205.22. P.F. 216

LIBER 105 PAGE 81
ORDER NISI

VURL JORDAN LUMBER COMPANY
a body corporate
versus
IRVIN C. CARROLL, et ux, et al

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 11,926 Equity

Ordered, this 22nd day of April, 19 57, That the sale of the property in these proceedings mentioned made and reported by William E. Kirk Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of May next.

The report states that the amount of sales ^{was} ~~to be~~ \$ 500.00

Filed
1957 Apr. 22 PM 3:05

George I. Cromwell, Clerk.

True Copy.

TEST: Clerk.

(Final Order)

VURL JORDAN LUMBER COMPANY
a body corporate
versus
IRVIN C. CARROLL, et ux, et al

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term. 19

ORDERED BY THE COURT, This 3d day of June, 1957, that the sale made and reported by the Trustee aforesaid, be and the same hereby Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED
1957 JUN -3 PM 3:44

Benjamin Nicholson
Judge

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order NisiIN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

No. 11,926 Equity

VURL JORDAN LUMBER COMPANY,
a body corporate

vs.

IRVIN C. CARROLL, et ux, et al

Ordered, this 22nd day of April, 1957,
That the sale of the property in these
proceedings mentioned made and re-
ported by William E. Kirk, Trustee, BE
RATIFIED AND CONFIRMED, unless
cause to the contrary thereof be shown
on or before the 27th day of May next;
Provided, a copy of this Order be in-
serted in some newspaper published in
Anne Arundel County, once in each of
three successive weeks before the 27th
day of May next.

The report states that the amount of
sale was \$500.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

M-16

CERTIFICATE OF PUBLICATIONAnnapolis, Md., June 3, 1957

We hereby certify, that the annexed

Order Nisi - SaleEg - 11926Irvin C. Carroll

was published in

Maryland Gazettea newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4successive weeks before the 27thday of May, 1957. The firstinsertion being made the 25th day ofApril, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 JUN -3 PM 3:06

William L. FrenchNo. M. C. 1105-5

In the Case of

In the

Circuit Court

For

Anne Arundel County

No. 11,926

Equity

..Vurl...Jordan..Lumber...Company.,.

a body corporate

VS.

Irvin C. Carroll

and

Dorothy M. Carroll, his wife.

et al

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

June 8, 1957

All of which is respectfully submitted.

Auditor.

FILED

1957 JUN 10 PM 3:52

Dr.

Vurl Jordan Lumber Company, a body corporate vs. Irvin C. Carroll and Dorothy M. Carroll, his wife, et al

in ac.

To Trustee for Commissions, viz:

33 00

33 00

To Trustee for Court costs, viz:

Plaintiff's Solicitor's appearance fee

10 00

Defendants' Solicitor's appearance fee

10 00

Clerk of Court - Court costs

69 50

Jos. W. Alton, Jr. - Sheriff's costs

4 35

Emanuel Klawans - Examiner's fee

10 00

Katharine H. McCutchan - stenographer's fee

8 00

Auditor - stating this account

13 50

125 35

To Trustee for Expenses, viz:

Capital-Gazette Press - advertising sale

43 76

Capital-Gazette Press - order nisi (sale)

8 00

Capital-Gazette Press - order nisi (acct)

6 00

Speer Publications, Inc. - handbills

11 51

Globe Indemnity Co. - bond premium

10 00

Robert H. Campbell - auctioneer's fee

25 00

Clerk of Court - certified copy of deed

2 75

One-half Federal documentary stamps

28

One-half State documentary stamps

27

Alice Gary - notary fee

50

108 07

To Trustee for Taxes, viz:

1957 State and County taxes (\$26.86) -
adjusted to 4/19/57

8 22

8 22

To Vurl Jordan Lumber Company, lienor -
this balance on account mechanics' lien
claim

225 36

225 36

500 00

Amount of mechanics' lien claim filed
Interest from 8/28/56 to 4/19/57 -
235 days

762 56

29 87

792 43

225 36

Cr. Amount allowed above

Balance due

567 07

with

William E. Kirk, Trustee

Cr.

1957

April

19

Proceeds of Sale

500

00

500 00

500 00

56

ORDER NISI

LIBER 105 PAGE 86

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

Vurl Jordan Lumber Co.,
a body corporate
VERSUS
Irvin C. Carroll
and

Dorothy M. Carroll, his wife,
et al

No. 11,926

Equity.

ORDERED, This 10 day of June, 1957, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15th
day of July next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
15th day of July next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of July, 1957, that the
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown; and that the Trustee apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

*Benjamin Michaelson
Judge*

FILED

1957 JUL 18 PM 1:20

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATIONAnnapolis, Md., July 17, 1957

We hereby certify, that the annexed

Order: Irvin, Eq. 11,926
Auditor AccountIrvin, C. Carroll

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3successive weeks before the 15thday of July, 1957. The firstinsertion being made the 13th day ofJune, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

Order NisiIN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,926 Equity
VURL JORDAN LUMBER CO., a body
corporate

Vs.

IRVIN C. CARROLL, and DOROTHY
M. CARROLL, his wife, et al.Ordered, this 10th day of June, 1957,
That the Report and Account of the
Auditor, filed this day in the above
entitled cause BE RATIFIED AND
CONFIRMED, unless cause to the con-
trary be shown on or before the 15th
day of July next: Provided, a copy of
this Order be inserted in some news-
paper published in Anne Arundel
County, once in each of three successive
weeks before the 15th day of July next.

GEORGE T. CROWWELL, Clerk.

True Copy, TEST:

GEORGE T. CROWWELL, Clerk.

JU-27

FILEDNo. M. C. 1059 1957 JUL 17 PM 2:17 By H. Tilghman

57

no. 13089 Equity

WALTER S. CALWELL,	:	IN THE CIRCUIT COURT
Attorney Named in Mortgage	:	
VS.	:	FOR
	:	ANNE A RUNDEL COUNTY
WILLIAM JUNIOR KNOTTS AND	:	
BETTY JEAN KNOTTS, his wife	:	(In Equity)

Mr. Clerk:

Please docket the above suit and file among the papers
the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said William Junior Knotts and Betty Jean Knotts, his wife to Baltimore Federal Savings and Loan Association, dated August 19th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 778 folio 353.

Walter S. Calwell

Walter S. Calwell
Attorney Named in Mortgage

FILED

1957 MAR 23 AM 9:20

MORTGAGE

THIS MORTGAGE, made this 13th day of August, A. D. 1953, by
and between WILLIAM JUNIOR KNOTTS and BETTY JEAN KNOTTS, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter
called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the United States of America,
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee*,* is justly indebted to the Mortgagee for a loan
contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of
Ninety-four hundred and sixty-five and No/100ths Dollars (\$ 9465.00),
being part of the purchase money for the property hereinafter described, with interest from date at the rate of
four and one half per centum ($4\frac{1}{2}$ %) per annum until paid, principal and interest being
payable at the office of the said Mortgagee, in
Baltimore City, Maryland, or at such other place as the holder hereof may
designate in writing delivered or mailed to the Mortgagor, in monthly installments of
Fifty-two and 61/100ths Dollars (\$ 52.61), commencing on the first day of
September, 1953, and continuing on the first day of each month thereafter until the principal
and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be
due and payable on the first day of August, 1978. Privilege is reserved to prepay
at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of
one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date
hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment
thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of
One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant,
convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in
Anne Arundel County, in the State of Maryland, to wit:

BEING KNOWN AND DESIGNATED as Lots Nos. 21, 22, 23, 24 and 25, in Block K, on the Plat of
Harmony Point, which plat is dated May 10th, 1926 and recorded among the Land Records of
Anne Arundel County in Plat Book W.M.B. No. 1 folio 34, now Cabinet 1, Rod C, folio 3.

BEING the same lots of ground which by Assignment dated of even date herewith and recorded
or intended to be recorded among the Land Records of Anne Arundel County immediately prior
hereto were granted and assigned by The Bedford Holding Company to the Mortgagors herein.

-Plat is Exhibit "A"

FILED

* Delete italicized words if Mortgagee is not a building and loan association.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned: 36" Gas Range

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Ninety-six (\$96.00) Dollars, payable half-yearly on the 15th days of February and August in each and every year.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
- (II) interest on the indebtedness secured hereby; and
- (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (~~5%~~) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

and $\frac{1}{2}$

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four ~~and one half~~ per centum (~~5%~~) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four ~~and one half~~ per centum (~~5%~~) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Walter S. Calwell or Joseph J. Callahan, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

Helen B. Mueller

William Junior Knotts [SEAL]

Betty Jean Knotts [SEAL]

Betty Jean Knotts [SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE

to wit:

LIBER 778 PAGE 357

I HEREBY CERTIFY, That on this 19th day of August, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared BETTY JEAN KNOTTS, his wife, the above named Mortgagors, and she acknowledged the foregoing mortgage to be her act.

At the same time also personally appeared Walter S. Calwell the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Helen B. Mueller
Helen B. Mueller

STATE OF

I HEREBY CERTIFY, That on this 19 day of August, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William Junior Knotts, the above named Mortgagor, and he acknowledged the foregoing mortgage to be his act.

Helen B. Mueller
Helen B. Mueller

Recorded: August 28, 1953 at 9 A.M.

Application No. 31093

Written by

Approved by

Ready for Record

STATE OF MARYLAND

Mortgage

AND CHATTELS

FROM

WILLIAM JUNIOR KNOTTS and

BETTY JEAN KNOTTS, his wife,

TO

BALTIMORE FEDERAL SAVINGS

AND LOAN ASSOCIATION

Received for Record 28 Aug. 1953, at 9 o'clock A.M.
Same day recorded in Liber 778, Folio 353 &c.,
No. 778 of the Land Records of A.A.Co.

and examined per

John H. Hoffman Clerk,
Cost of Record, \$ 9.25

U. S. GOVERNMENT PRINTING OFFICE 10-40300-1

no. 12,089 Equity

MILITARY AFFIDAVIT

Docket folio

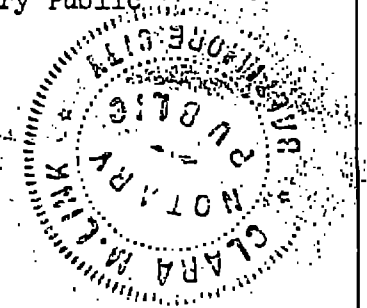
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 21st day
of March 1957 before me, the subscriber a Notary Public
of the State of Maryland, in and for the City aforesaid, per-
sonally appeared Walter S. Calwell
and made oath in due form of Law that the Defendants
William Junior Knotts and Betty Jean Knotts, his wife
against whom foreclosure proceedings were instituted are
not in the Military Service of the United States or of any
Nation with which the United States is allied in the present
war, that they have not been ordered to report for induction
under the Selective Training and Service Act of 1940, that
they are not members of the Enlisted Reserve Corps, and have
not been ordered to report for service therein, that

~~he is about 40 years old~~, and that the Affiant's source of
information was the family of the Defendant

Walter S. Calwell
Walter S. Calwell

Clara M. Link
Clara M. Link - Notary Public



FILED

1957 MAR 23 AM 9:20

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

WILLIAM JUNIOR KNOTTS AND

BETTY JEAN KNOTTS, his wife

IN THE

ANNE ARUNDEL

Circuit Court for ~~Baltimore~~ County

IN EQUITY.

No. 12,089.

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Associationunder the mortgage from William Junior Knotts and Betty Jean Knotts, his wifeto Baltimore Federal Savings and Loan Associationdated the 19th day of August, 1953, and recorded among the Land Records
of Anne Arundel County in Liber J.H.H. No. 778 Folio 353Amount of Mortgage \$9465.00Less - amount paid on principal 740.158724.85Plus - interest to 4/25/1957 289.019013.86Plus - overdraft in expense account 131.379145.23

CITY

STATE OF MARYLAND, ~~XXXXXX~~ OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 23rd day of April in the
year nineteen hundred and fifty-seven, before me, the subscriber a Notary Public
City
of the State of Maryland, in and for said ~~XXXXXX~~
of Baltimore, personally appeared Eugene K. Reilly, Vice President of Baltimore Federal
Savings and Loan Association, holder of the Mortgage

~~Notary Public~~ in the above entitled cause, and made oath that the foregoing is a just and true state-
ment of the amount of the mortgage claim under the mortgage filed in the said cause now remaining

due and unpaid
OWITNESS my hand and Notarial seal.

FILED

Clara M. Link

Clara M. Link - Notary Public

1957 APR 25 AM 9:41

No. 12,089 Equity



227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

Know All Men by These Presents:

That we Walter S. Calwell Baltimore Federal Building Baltimore, Maryland

.....as Principal
and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue
of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety,
are held and firmly bound unto the State of Maryland in the full and just sum of.....

NINETY-TWO HUNDRED AND 00/100 (\$9200.00) - - - - - Dollars,

to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we
bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally,
firmly by these presents.

Sealed with our seals, and dated this 22nd - - - - -
day of April.....in the year nineteen hundred and fifty-seven.

Whereas, the above bounden.....Walter S. Calwell.....

by virtue of the power contained in a Mortgage from.....William Junior Knotts and Betty Jean
Knotts, his wife to the Baltimore Federal Savings and Loan Association
bearing date the 19th day of August.....nineteen hundred and fifty-three
and recorded among the Land Records of Anne Arundel County, in Liber J.H.H.
No.....778.....Folio.....353.....and.....

.....Harmont Point /
is about to sell the land and premises described in said Mortgage, Lots 21 through 25 Block "K" default having been made in the payment of Anne Arundel Co
the money as specified, and in the conditions and covenants therein contained. Md.

Now the Conditions of this Obligation are Such, That if the above bounden.....
Walter S. Calwell.....

do and shall well and truly and faithfully perform the trust reposed in.....him.....under the
Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity
in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void,
otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Walter S. Calwell (Seal)

Clara M. Smith
Attest:

(Seal)
(Seal)

Assistant Secretary- Alvin E. Leroy

NEW AMSTERDAM CASUALTY COMPANY
By.....George T. Cromwell Vice-President - J.F. Bierman

FILED

1957 APR 25 AM 9:41

Approved this 25th day of April, 1957
George T. Cromwell, Clerk

WALTER S. CALWELL,
Attorney Named in Mortgage

IN THE CIRCUIT COURT

VS.

FOR

WILLIAM JUNIOR KNOTTS AND
BETTY JEAN KNOTTS, his wife

ANNE ARUNDEL COUNTY

(In Equity)

No. 12,089 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney

Named in Mortgage, dated August 19th, 1953 and recorded among the
Land Records of Anne Arundel County in Liber J.H.H. No. 778 folio 353
from said William Junkor Knotts and Betty Jean Knotts, his wife

to the Baltimore Federal Savings and Loan Association, which

Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the
faithful discharge of his trust, which was duly filed and approved,
and having given notice of the time, place, manner and terms of sale by
advertisement inserted in ~~"The Jeffersonian"~~ ^{"The Maryland Gazette"} a newspaper published
Anne Arundel
in ~~Baltimore~~ County, for more than three successive weeks preceding
the day of sale, Walter S. Calwell, Attorney, under and by virtue
of the power and authority contained in said Mortgage (after default
having occurred thereunder) did, pursuant to said notice, on the
25th day of April, 1957 at 2.30 o'clock P.M.

attend on the premises and then and there sold the leasehold
Anne Arundel
property situate, lying and being in ~~Baltimore~~ County

known and designated as Lots Nos. 21, 22, 23, 24 and 25, in Block K,
on the Plat of Harmony Point, which Plat is duly recorded among the Land
Records of Anne Arundel County in Plat Book W.M.B. No. 1 folio 34, now
Cabinet 1, Rd C, folio 3, more particularly and at length described in
the aforementioned Mortgage and the attached advertisement of sale.

BY TERMS OF SALE, a cash deposit of ^{Five} ~~Five~~ Hundred

(\$500.00) Dollars was required of the purchaser at the time and
place of sale and taxes and other expenses, including Metropolitan
Sanitary and District liens, if any, be adjusted to day of sale.

FILED
1957 APR 30 PM 9:48

The property was sold to Baltimore Federal Savings and Loan Association, subject to the payment of an annual ground rent of \$96.00, at and for the sum of Ninety-six Hundred (\$9600.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell

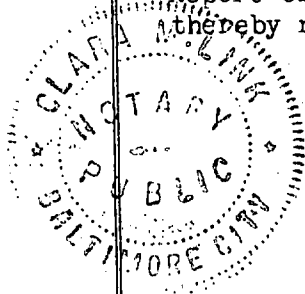
Walter S. Calwell

Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of April, 1957 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.



Clara M. Link

Clara M. Link - Notary Public

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from William Junior Knolls and Betty Jean Knolls, his wife to Baltimore Federal Savings and Loan Association, dated August 19, 1953, and recorded among the Land Records of Anne Arundel County, in Liber J. H. H. No. 778 folio 353 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**Thursday, April 25, 1957
at 2:30 o'clock P. M.**

all that leasehold lot of ground situate on Loyola Avenue, Harmony Point, Belvedere Beach Section, Third Election District of Anne Arundel County, and described as follows:-

Being known and designated as Lots 21, 22, 23, 24 and 25, in Block K, on the Plat of Harmony Point, which Plat is dated May 10th, 1926 and recorded among the Land Records of Anne Arundel County in Plat Book W. M. B. No. folio 34 now Cabinet 1, and Rod C, Plat 3.

Subject to the payment of an annual ground rent of \$96.00 and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a 1½ story frame one family bungalow, containing 4 rooms, 1 bath and unfinished attic, hot water oil fired baseboard heat.

TERMS OF SALE:- A cash deposit of \$500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,

Attorney Named in Mortgage.

E. T. NEWELL & CO. INC.,

Auctioneer.

FILED

1957 APR 30 PM 9:48

LIBER 105 PAGE 98
ORDER NISI

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

WILLIAM JUNIOR KNOTTS AND

BETTY JEAN KNOTTS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,089

Equity

Ordered, this 30th day of April, 19 57, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage ~~Trustee~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of June next.

The report states that the amount of sales ^{was} ~~to be~~ \$ 9,600.00

Filed
1957 Apr 30 10:40 AM

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

WILLIAM JUNIOR KNOTTS AND

BETTY JEAN KNOTTS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of June, 1957, that the sale made and reported by the ~~Attorney~~ ^{Attorney} aforesaid, be and the same is hereby ~~fully~~ ^{fully} Ratified and Confirmed no cause to the contrary having been shown although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Attorney~~ ^{Attorney} be allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED
1957 JUN -4 PM 3:26

Benjamin Nicholas
Judge.

60 JOHN STREET
NEW YORK, N. Y.

1957 MAY -2 AM 9:16

Additional Bond
approved this 2 May, 1957
George S. Cromwell, Clerk

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order NisiIN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

No. 12,089 Equity

WALTER S. CALWELL, Attorney
Named in Mortgage
Vs.WILLIAM JUNIOR KNOTTS AND
BETTY JEAN KNOTTS, his wife.

Ordered, this 30th day of April, 1957,
That the sale of the Property in these
proceedings mentioned made and re-
ported by Walter S. Calwell, Attorney
Named in Mortgage BE RATIFIED
AND CONFIRMED, unless cause to the
contrary thereof be shown on or before
the 3rd day of June, next; Provided, a
copy of this Order be inserted in some
newspaper published in Anne Arundel
County, once in each of three successive
weeks before the 3rd day of June next.

The report states that the amount of
sale was \$9,000.00.

GEORGE T. CROMWELL, Clerk.
True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

M-23

No. M. G. 11,401

3

CERTIFICATE OF PUBLICATIONAnnapolis, Md., *May 31*, 1957

We hereby certify, that the annexed

*Order Nisi, Sale**Eq. 12,089**William Junior Knotts*
was published in*Maryland Gazette*a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for *4*successive weeks before the *3rd*day of *June*, 1957. The firstinsertion being made the *2nd* day of*May*, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED1957 MAY 31 PM 12:05 *Tilghman*

Walter S. Calwell,
Attorney named in Mortgage
VS.
William Junior Knotts
and
Betty Jean Knotts, his wife.

In the
Circuit Court
For
Anne Arundel County
No. 12,089 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account.

June 24, 1957

All of which is respectfully submitted.

Dora R. Fiskling
Auditor.

FILED
1957 JUN 28 PM 12:41

Dr.

Walter S. Calwell, Attorney named in Mortgage vs. William
Junior Knottssand Betty Jesn Knotts, his wife

in ac

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	319	97	369	97
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	40	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. -bond premium	36	80		
E. T. Newell & Co., Inc.- auctioneer's fee	25	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	5	50		
Clara M. Link - notary fees	1	25	128	05
To Attorney for Taxes, viz:				
1957 State and County taxes - adjusted	41	76	41	76
To Attorney for Ground Rent, viz:				
Semi-annual ground rent (\$48.00) due 8/19/57 - adjusted to 4/25/57	17	56	17	56
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	9,056	76	9,056	76
			9,665	60
Amount of mortgage claim filed	9,145	23		
Cr. Amount allowed above	9,056	76		
Balance subject to decree in personam	88	47		

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

[illegible]

ORDER NISI

LIBER 105 PAGE 104

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

William Junior Knotts

and

Betty Jean Knotts, his wife

No. 12,089

Equity.

ORDERED, This 28th day of June, 1957, That the

Report and Account of the Auditor, filed this day in the above entitled cause,

RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th

day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the

5th day of July August next

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of August, 1957, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~same~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaels, Judge

FILED

1957 AUG -6 PM 3:36

1957 JUN 28 PM 12:41

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATIONAnnapolis, Md., July 30, 1957

We hereby certify, that the annexed

Order Nisi Log. 12,089
Auditor accountWilliam Junior Knotts
was published in**Maryland Gazette**a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 3successive weeks before the 5thday of August, 1957. The first
insertion being made the 3rd day ofJuly, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By

V. Tilghman**Order Nisi**IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

No. 12,089, Equity

WALTER S. CALWELL, Attorney nam-
ed in Mortgage

Versus

WILLIAM JUNIOR KNOTTS, and
BETTY JEAN KNOTTS, His Wife.Ordered, this 28th day of June 1957.
That the Report and Account of the
Auditor, filed this day in the above
entitled cause BE RATIFIED AND
CONFIRMED, unless cause to the con-
trary be shown on or before the 5th
day of August next; Provided, a copy
of this Order be inserted in some news-
paper published in Anne Arundel
County, once in each of three successive
weeks before the 5th day of August
next.GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
WALTER S. CALWELL, Attorney
Jy-18**FILED**

No. 1957-12489-10:17

DOROTHY M. LLOYD and
J. BERNARD LLOYD
69 Amos Garrett Boulevard
Annapolis, Maryland

Plaintiffs

vs.

HARRY F. ELLIOTT
48 River Drive
Bay Ridge
Annapolis, Maryland

VIOLA E. HALL
Arth's Station
Annapolis, Maryland

MARCIA ELLIOTT
33 North Potomac Avenue
Baltimore, Maryland

HELEN F. ELLIOTT
1603 West Street
Annapolis, Maryland

LORRAINE ROREX
1603 West Street
Annapolis, Maryland

DORIS D. ELLIOTT
117 Granville Avenue
Annapolis, Maryland

DONALD L. ELLIOTT
412 Jefferson Street
Annapolis, Maryland

PHILIP K. ELLIOTT
114 Smith Avenue
Annapolis, Maryland

NANCY LOUISE ELLIOTT
24 Jefferson Place
Annapolis, Maryland

LOREN B. ELLIOTT, infant
117 Granville Avenue
Annapolis, Maryland

Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY NO. 12,120

BILL QUIA TIMET

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Dorothy M. Lloyd and J. Bernard Lloyd by their
Solicitors, Childs and Bald, respectfully represents unto your Honors:

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED

1957 APR -9 AM 9:34

1. That they are owners of property known as 69 Amos Garrett Boulevard, Annapolis, Maryland, also designated as Lot #2 on the plat of the property of Margaretha A. Miller, recorded among the Land Records of Anne Arundel County in Liber W.N.W. 17, folio 285 and are actually in possession of said property. A photostat copy of said Deed is filed herewith and prayed to be taken a part hereof and is marked "Plaintiffs' Exhibit I".

2. That there appears among the Land Records of Anne Arundel County in Liber J.H.H. 431, folio 269, a Mortgage dated September 17, 1947 from your petitioners to William L. Elliott, Trustee for Benjamin P. Elliott, Harry F. Elliott, William L. Elliott, Viola E. Hall and Marcia Elliott, which Mortgage shows an indebtedness of One Thousand Dollars (\$1,000.00). Said Mortgage is filed herewith and is marked "Plaintiffs' Exhibit II".

3. That your petitioners have previously paid unto William L. Elliott, Trustee, during his lifetime the full amount of principal and interest due on said indebtedness and as well have paid unto the said William L. Elliott, Trustee, Three Dollars (\$3.00) for the purpose of having said Mortgage released of record, but said William L. Elliott, Trustee, did not cause said Mortgage to be released.

4. That although William L. Elliott was named as Trustee for Benjamin P. Elliott, Harry F. Elliott, William L. Elliott, Viola E. Hall and Marcia Elliott, no trust was set forth in the Mortgage itself nor in any other document of record with which your petitioners are familiar, and therefore it appears that there is no one now living who is legally authorized or able to release said Mortgage, the said William L. Elliott having since departed this life.

5. That William L. Elliott, deceased, left surviving him as his sole heirs at law his widow, Helen F. Elliott and his daughter, Lorraine Rorex.

6. That Benjamin P. Elliott has departed this life leaving

surviving him as his sole heirs at law his widow, Doris D. Elliott, a son, Donald L. Elliott, a son, Philip K. Elliott, a daughter, Nancy Louise Elliott, and a son, Loren B. Elliott, who is still a minor.

7. That owing to the existence of said Mortgage among the Land Records of Anne Arundel County, your petitioners have been prevented from financing their property and have been reliably advised that the Mortgage impairs the title to the property. Moreover, they could be subjected to a possible foreclosure action by virtue of said Mortgage unless it is properly released of record.

TO THE END, THEREFORE,

First: That this Honorable Court may assume jurisdiction of the trust which was apparently created by said Mortgage and may appoint a Trustee in the substitution of the said William L. Elliott, deceased, to cause said Mortgage to be released of record.

Second: That this Honorable Court may appoint a guardian ad litem for the minor, Loren B. Elliott, to appear and answer for him.

Third: That this Honorable Court may afford your petitioners such other and further relief as their cause may require.

Respectfully submitted.

Dorothy M. Lloyd
Dorothy M. Lloyd

J. Bernard Lloyd
J. Bernard Lloyd
Plaintiffs

CHILDS AND BALD

By: *Eugene M. Childs*
Eugene M. Childs
Solicitors for Plaintiffs
192 Duke of Gloucester Street
Annapolis, Maryland
Phone: Colonial 3-2181

THIS DEED made this day of October, 1946, by and between William L. Elliott and Helen F. Elliott, his wife, Benjamin P. Elliott and Doris Elliott, his wife, Harry P. Elliott and ~~Berna~~ Elliott, his wife, Viola E. Hall and Harrell Hall, her husband, and Marcia Elliott, single, parties of the first part, and Dorothy M. Lloyd, party of the second part.

WITNESSETH, that for and in consideration of the sum of Five Dollars and other good and valuable considerations, paid by the said party of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, her heirs or assigns, in fee simple, the following property, to wit:

ALL that lot of ground situate on the west side of Spa Avenue Annapolis, formerly the Second Election District of Anne Arundel County, Maryland, designated as Lot No. 2, on the plat of the property of Margaretha A. Miller, made by Walter C. Munroe, March, 1920, and filed among the aforesaid Land Records in Liber W.M.W. No. 17, folio 285, and described as follows:

BEGINNING for the same at a point distant south 45.2 feet from the intersection formed by the south side of Branch Street with the west side of Spa Avenue, and running from thence in a westerly direction 125.79 feet to the line of Lot No. 4, on the aforesaid plat; thence along and with the line of said Lot No. 4, southerly, 40 feet to the division line of Lots Nos. 1 and 2, on said plat; thence with said division line, easterly 129.5 feet to the west side of said Spa Avenue; thence in a northerly direction, along and with the west side of said Avenue 40.18 feet to the place of beginning.

BEING the same property acquired by the late Harry W. Elliott from Lillian Crandall by deed dated September 1, 1933 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No 112, folio 378. The said Harry W. Elliott having departed his life and having devised his property to Emma L. Elliott, his wife, as a life tenant and upon her death, to the Grantors herein, who joined in this deed with their respective spouses. The said Emma L. Elliott, life tenant, having departed her life and vesting the simple title to and unto William L. Elliott, Benjamin P. Elliott, Harry P. Elliott, Viola E. Hall, and Marcia Elliott.

"PLAINTIFF'S EXHIBIT I"

Examiner's Exhibit No. 1
Lloyd v. Elliott,
Equity No. 12, 120
John S. Roman, Esq.

FILED

1957 APR -8 AM 9:34



TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in any-wise appertaining.

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said party of the second part, her heirs or assigns forever, in fee simple, subject to the conditions and restrictions heretofore referred to in the deed from Lillian Crandall to Harry W. Elliott aforesaid.

AND the said parties of the first part hereby covenant that they will warrant specially the property, hereby intended to be conveyed and will execute such other and further assurances of the same as may be necessary.

WITNESS the hand and seal of the said Grantors.

WITNESSES:

Louis M. Struss
LOUIS M. STRUSS

William L. Elliott

WILLIAM L. ELLIOTT

William L. Elliott (SEAL)
William L. Elliott

Malva F. Elliott (SEAL)
Malva F. Elliott

Benjamin F. Elliott (SEAL)
Benjamin F. Elliott

Doris Elliott (SEAL)
Doris Elliott

Harry F. Elliott (SEAL)
Harry F. Elliott

Norma Elliott (SEAL)
Norma Elliott

Viola E. Hall (SEAL)
Viola E. Hall

Marrell Hall (SEAL)
Marrell Hall

Marcia Elliott (SEAL)
Marcia Elliott

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to Wit:

I HEREBY CERTIFY THAT ON THIS 1st day of October, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William L. Elliott and Malva F. Elliott, his wife, Benjamin F. Elliott and Doris Elliott, his wife, Harry F. Elliott and Norma Elliott, his wife, Viola E. Hall and Marrell Hall, her husband, and Marcia Elliott, single and acknowledged the foregoing deed to be their act.

WITNESS MY HAND AND SEAL NOTARIAL

Leon Boro
LEON BORO
NOTARY PUBLIC



This Mortgage, Made this

17th

day of September

No. 12,120
Equity

in the year nineteen hundred and forty-seven by and between Dorothy M. Lloyd and Bernard Lloyd,
her husband, parties of the first part

Mortgagors of Anne Arundel County

in the State of Maryland, of the first part,

and William L. Elliott, Trustee for Benjamin P. Elliott, Harry F. Elliott, William L.

Elliott, Viola E. Hall, and Marcia Elliott,

Mortgagees, of the second part.

Whereas the above named Dorothy M Lloyd and Bernard Lloyd are fully and justly
indebted to the Mortgagees aforesaid in the full and just sum of One Thousand Dollars
in addition to the balance due on a first purchase money mortgage hereto fore given
and whereas they hereby promise to to repay said sum above at the rate of Twenty Five
dollars permonth each and every succeeding month hereafter, with interest at the rate
of 5% per cent per annum computed and payable quarterly. and have given their
promissory note accordingly;

Examiner's Exhibit No. 2
Lloyd v. Elliott, Equity 12,120
John J. Rouse L. Examiner

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One
Dollar, the said Mortgagors

do grant and convey unto the said

Mortgagees, their

heirs and assigns, in fee simple, all

that lot or parcel of ground situate and lying in Second Election District of Anne
Arundel
County, aforesaid, and described as follows:

ALL that lot of ground situate on the west side of Spa Avenue, Annapolis, formerly
the Second Election District of Anne Arundel County, Maryland, designated as Lot No. 2,
on the plat of the property of Margaretha A. Miller, made by Walter C. Munroe, March, 1920,
and filed among the aforesaid land records in Liber W.M.W. No. 17, folio 285, and described
as follows:

BEGINNING for the same at a point distant South 45.2 feet from the intersection
formed by the south side of Branch Street with the west side of Spa Avenue, and running
from thence in a westerly direction 125.79 feet to the line of Lot No. 4, on the
aforesaid plat; thence along and with the line of said Lot No. 4, on the aforesaid plat;
thence along and with the line of said Lot No. 4, southerly, 40 feet to the division line
of Lots Nos. 1 and 2, on said plat; thence with said division line, easterly 129.5 feet

FILED

1957 APR -9 AM 9:35

"PLAINTIFFS' EXHIBIT II"

to the west side of said Spa Avenue; thence in a northerly direction, along and with the west side of said avenue 40.18 feet to the place of beginning.

BEING the same property acquired by Dorothy M. Lloyd and Bernard Lloyd, her husband, by deed dated the day of October, 1946, from William L. Elliott et al, and recorded among the Land Records of Anne Arundel County in Liber J.H.R. No. , folio .

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, water, privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagees their , heirs and assigns, forever.

PROVIDED, that if the said Mortgageors ,

their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of One Thousand-----Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises; the Mortgageors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mort-

gage debt and interest, the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said ~~Dorothy M. Lloyd and Bernard Lloyd, her husband,~~ Mortgagees.

their

personal representatives or assigns, or

Louis M. Strauss

their Attorney or Agent, at any time after

such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in

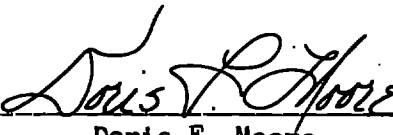
Anne Arundel county, and such other notice as by the said Mortgagees, their personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of -----Fifty-----dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

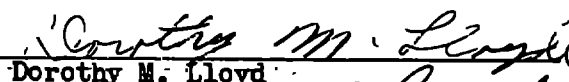
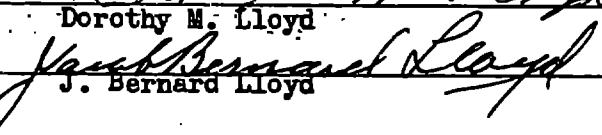
AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or Louis M. Strauss their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said Mortgagors for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagees, their personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least -----One Thousand----- Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagees, their personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees, their personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

TEST:


Doris F. Moore

 (SEAL)
Dorothy M. Lloyd
 (SEAL)
J. Bernard Lloyd

(SEAL)

(SEAL)

COUNTY, TO WIT:

I Hereby Certify, that on this

17th

day of September

in the year

nineteen hundred and **Forty Seven** before me, a Notary Public

of the State

of Maryland, in and for the County aforesaid, personally appeared **Dorothy M. Lloyd and J. Bernard Lloyd,**
her husband

the Mortgagors named in the foregoing Mortgage and they acknowledged the foregoing Mortgage

to be their act. At the same time also appeared William L. Elliott, Trustee for Benjamin P. Elliott, Harry F. Elliott, William L. Elliott, Viola E. Hall, and Marcia Elliott and made oath in due

form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

Louis L. Moore

Doris F. Moore, Notary Public

Commission expires May 2, 1949

Recorded- 17th- Sept. 1947- at 11;40 A.M.

MORTGAGE

FROM

Dorothy M. Lloyd

J Bernard Lloyd

O.T.

William L Elliott, Trustee

THE UNIVERSITY OF CHICAGO

late

BLOCK NO.:

Received for Record Sept 11, 1991

at 11-45 o'clock Q M. Same day recorded

in Libr. No. 431 Folio 269 &c.,

one of the Land Records of -

examined per

Quinn T. Quinn Clerk.

Cost of Record, \$—

The Daily Record Company, Baltimore, Md.

DOROTHY M. LLOYD and
J. BERNARD LLOYD,

PLAINTIFFS

vs.

HARRY F. ELLIOTT, et al

DEFENDANTS

NO. 12,120 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

ANSWER OF HELEN F. ELLIOTT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Helen F. Elliott in proper person, and admits the matters alleged in the Bill of Complaint against her exhibited, and consents to a Decree whereby this Honorable Court may appoint a Trustee in substitution of the said William L. Elliott, deceased, for the purpose of releasing the subject mortgage of record. She further waives all rights to take testimony and any other notices of further procedure.

AS IN DUTY BOUND, ETC.

Helen F. Elliott

Helen F. Elliott
1603 West Street
Annapolis, Maryland

10
FILED
1957 APR 16 PM 2:17
FILED
1957 APR 16 PM 2:17

DOROTHY M. LLOYD and
J. BERNARD LLOYD,

Plaintiffs

vs.

HARRY F. ELLIOTT, et al,

Defendants

NO. 12,120 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

ANSWER OF VIOLA ELLIOTT HALL

Now comes Viola Elliott Hall in proper person, and admits the matters alleged in the Bill of Complaint against her exhibited, and consents to a Decree whereby this Honorable Court may appoint a Trustee in substitution of the said William L. Elliott, deceased, for the purpose of releasing the subject mortgage of record. She further waives all rights to take testimony and any other notices of further procedure.

AS IN DUTY BOUND, ETC.

Viola Elliott Hall
Viola Elliott Hall
Arth's Station
Annapolis, Maryland

FILED

1957 MAY -2 PM 3:33

DOROTHY M. LLOYD and
J. BERNARD LLOYD,
Plaintiffs

Vs.

HARRY F. ELLIOTT, et al
Defendants

NO. 12,120 EQUITY

IN THE

CIRCUIT COURT

FOR


ANNE ARUNDEL COUNTY

ANSWER OF HARRY F. ELLIOTT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Harry F. Elliott in proper person, and admits the matters alleged in the Bill of Complaint against him exhibited and consents to a Decree whereby this Honorable Court may appoint a Trustee in substitution of the said William L. Elliott, deceased, for the purpose of releasing the subject mortgage of record. He further waives all rights to take testimony and any other notices of further procedure.

AS IN DUTY BOUND, ETC.


Harry F. Elliott
48 River Drive
Bay Ridge
Annapolis, Maryland

12
FILED

1957 MAY -2 PM 3:33

DOROTHY M. LLOYD and
J. BERNARD LLOYD,
Plaintiffs

NO. 12,120 EQUITY

IN THE

Vs.

CIRCUIT COURT

FOR

HARRY F. ELLIOTT, et al
Defendants


ANNE ARUNDEL COUNTY

ANSWER OF LORRAINE ROREX

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Lorraine Rorex in proper person, and admits the matters alleged in the Bill of Complaint against her exhibited and consents to a Decree whereby this Honorable Court may appoint a Trustee in substitution of the said William L. Elliott, deceased, for the purpose of releasing the subject mortgage of record. She further waives all rights to take testimony and any other notices of further procedure.

AS IN DUTY BOUND, ETC.


Lorraine Rorex
1603 West Street
Annapolis, Maryland

13
FILED

1957 MAY -2 PM 3:33

DOROTHY M. LLOYD, and
J. BERNARD LLOYD,
Plaintiffs

Vs.

HARRY F. ELLIOTT, et al
Defendants

NO. 12, 120 EQUITY

IN THE

CIRCUIT COURT

FOR


ANNE ARUNDEL COUNTY

ANSWER OF DONALD L. ELLIOTT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Donald L. Elliott in proper person, and admits the matters alleged in the Bill of Complaint against him exhibited and consents to a Decree whereby this Honorable Court may appoint a Trustee in substitution of the said William L. Elliott, deceased for the purpose of releasing the subject mortgage of record. He further waives all rights to take testimony and any other notices of further procedure.

AS IN DUTY BOUND, ETC.



Donald L. Elliott
412 Jefferson Street
Annapolis, Maryland

14
FILED

1957 MAY -8 PM 1:59

DOROTHY M. LLOYD, and
J. BERNARD LLOYD,
Plaintiffs

Vs.

HARRY F. ELLIOTT, et al
Defendants

NO. 12,120 EQUITY

IN THE

CIRCUIT COURT

FOR

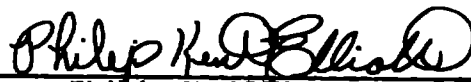
ANNE ARUNDEL COUNTY

ANSWER OF PHILIP K. ELLIOTT

TO THE HONORABLE, THE JUDGES OF SAID COURT

Now comes Philip K. Elliott in proper person, and admits the matters alleged in the Bill of Complaint against him exhibited and consents to a Decree whereby this Honorable Court may appoint a Trustee in substitution of the said William L. Elliott, deceased for the purpose of releasing the subject mortgage of record. He further waives all rights to take testimony and any other notices of further procedure.

AS IN DUTY BOUND, ETC.



Philip K. Elliott
114 Smith Avenue
Annapolis, Maryland

FILED
1957 MAY 23 PM 2:33

DOROTHY M. LLOYD, et al., : NO. 12,120 EQUITY
 Plaintiffs, : IN THE
 vs. : CIRCUIT COURT
 HARRY F. ELLIOTT, et al., : FOR
 Defendants : ANNE ARUNDEL COUNTY
 : : : : : : :

ANSWER OF DORIS D. ELLIOTT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Doris D. Elliott to the Bill of Complaint filed against her in this case exhibited respectfully represents:

That she neither admits nor denies the allegations of the Bill of Complaint and each paragraph thereof; she further says that she disclaims any interest in the subject matter, and consents to the passage of such decree as may be just and equitable, and waives all right to take testimony or other notice.

AS IN DUTY BOUND. ETC.

Doris D. Elliott
 Doris D. Elliott
 117 Granville Avenue
 Annapolis, Maryland

I hereby certify that, on this *23rd* day of May, in the year Nineteen hundred and fifty-seven, I mailed a copy of the foregoing Answer of Doris D. Elliott to Messrs. Childs and Bald, Attorneys at Law, 192 Duke of Gloucester Street, Annapolis, Maryland, Attorneys for Plaintiffs.

Marvin I. Anderson
 Marvin I. Anderson

FILED
 1957 MAY 24 PM 3:56

DOROTHY M. LLOYD, and
J. BERNARD LLOYD,
Plaintiffs

Vs.

HARRY F. ELLIOTT, et al
Defendants

NO. 12,120 EQUITY

IN THE

CIRCUIT COURT

FOR


ANNE ARUNDEL COUNTY

ANSWER OF NANCY LOUISE ELLIOTT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Nancy Louise Elliott in proper person, and admits the matters alleged in the Bill of Complaint against her exhibited and consents to a Decree whereby this Honorable Court may appoint a Trustee in substitution of the said William L. Elliott, deceased for the purpose of releasing the subject mortgage of record. She further waives all rights to take testimony and any other notices of further procedure.

AS IN DUTY BOUND, ETC.


Nancy Louise Elliott
24 Jefferson Place
Annapolis, Maryland

17
FILED
1957 MAY 27 AM 9:52

DOROTHY M. LLOYD, and
J. BERNARD LLOYD,
Plaintiffs

NO. 12,120 EQUITY

IN THE

CIRCUIT COURT

FOR

Vs.

HARRY F. ELLIOTT, et al
Defendants

ANNE ARUNDEL COUNTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Dorothy M. Lloyd and J. Bernard Lloyd, her husband,
by Childs and Bald, their attorneys, respectfully represents that:

1. All parties to the suit have been properly served with
summons.

2. That Loren B. Elliott, being a minor and having no legally
appointed guardian, can neither admit nor deny the allegations in the
bill of complaint.


TO THE END THEREFORE:

May it please your Honors to pass an order in these presents
appointing a guardian ad litem for Loren B. Elliott, directing him to
appear and answer on behalf of the infant respondent.

Respectfully submitted,

CHILDS AND BALD

BY:


Eugene M. Childs
Attorneys for Plaintiffs

FILED

1957 MAY 28 AM 9:46

DOROTHY M. LLOYD, and
J. BERNARD LLOYD,
Plaintiffs

Vs.

HARRY F. ELLIOTT, et al
Defendants

NO. 12,120 EQUITY
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

ORDER

ORDERED, this 28th day of May, 1957, on the foregoing
petition, that *George J. Crowley*
be, and he is hereby appointed guardian ad litem for Loren B.
Elliott, and directed to file his answer on behalf of said infant
respondent.

Matthew S. Evans
JUDGE

FILED

1957 MAY 29 PM 2:41

DOROTHY M. LLOYD, and
J. BERNARD LLOYD, her husband,

Plaintiffs

vs.

HARRY F. ELLIOTT, et al,

Defendants

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 12,120 EQUITY

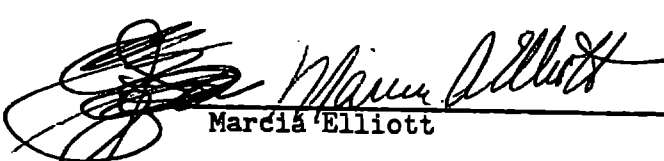
ANSWER OF MARCIA ELLIOTT

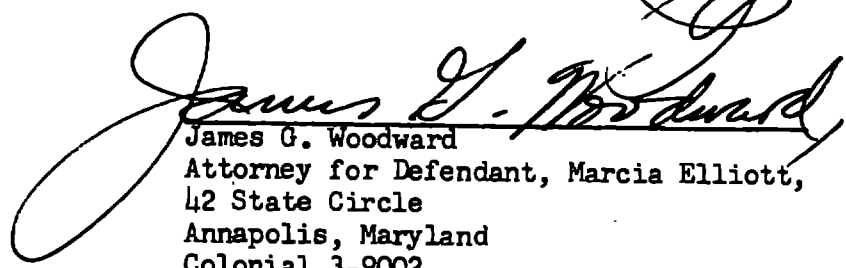
TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Marcia Elliott, by her Attorney, James G. Woodward,
and in answer to the Bill of Complaint against her exhibited, this
Defendant admits the allegations contained in said Bill of Complaint,
and each and every one of them.

And having fully answered said Bill of Complaint, this Defendant
prays to be dismissed hence with her costs.

AND AS IN DUTY BOUND, ETC.


Marcia Elliott


James G. Woodward
Attorney for Defendant, Marcia Elliott,
42 State Circle
Annapolis, Maryland
Colonial 3-9002

FILED

1957 JUN 11 AM 10:25

20

DOROTHY M. LLOYD and
J. BERNARD LLOYD, her husband

Plaintiffs

vs.

HARRY F. ELLIOTT, et al,

Defendants

NO. 12,120 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY


ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of George J. Crowley, Guardian ad litem for Loren B. Elliott, respectfully represents unto your Honors:

1. That the said Loren B. Elliott, being an infant, can neither admit nor deny the allegations contained in the Bill of Complaint against him exhibited and, therefore, submits his rights to the protection of this Honorable Court.

Respectfully submitted,


George J. Crowley, Guardian Ad Litem
for Loren B. Elliott, infant

FILED

1957 JUN 12 PM 2:27

DOROTHY M. LLOYD and : IN
J. BERNARD LLOYD, her husband :
Plaintiffs : THE CIRCUIT COURT
vs. : FOR
HARRY F. ELLIOTT, et al, : ANNE ARUNDEL COUNTY
Defendants : NO. 12, 120 EQUITY

: : : : : : : :

TESTIMONY ON BEHALF OF PLAINTIFFS

June 27, 1957

Present:

Mr. Eugene M. Childs, Solicitor for Plaintiffs

Mr. John G. Rouse, Jr., Court Examiner

Mrs. Irene Hazel, Court Stenographer

Witness:

Jacob Bernard Lloyd, pages 2 - 7.

FILED

1957 JUL 10 PM 3:18

Jacob Bernard Lloyd, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. Will you state your name and address, please?
- A. Jacob Bernard Lloyd, 16 Amos Garrett Boulevard, Annapolis, Maryland.
2. Mr. Lloyd, I show you a paper marked Plaintiff's Exhibit No. 1, filed in this case and I ask you if you can identify this said record, now, note here the recitals from William L. Elliott and Helen F. Elliott, his wife, Benjamin P. Elliott and Doris Elliott, his wife, Harry F. Elliott and Norma Elliott, his wife, Viola E. Hall and Harrell Hall, her husband, and Marcia Elliott, single to Dorothy M. Lloyd, now, is that the deed to your wife's property?
- A. Yes sir, that is the deed.
(PHOTOSTAT COPY OF DEED RE-FILED HERewith MARKED EXAMINER'S EXHIBIT NO.1)
3. Now, Mr. Lloyd, are you familiar with the details of the purchase of this property?
- A. In what respect, Mr. Childs?
4. The financial arrangements.
- A. The financial arrangement was with William Elliott, I didn't consult the other heirs, and the house was in pretty bad run down condition and I had attempted to call the deal off when Mr. Elliott gave me permission, that as long as I would keep the taxes, insurance and interest up I could use the difference in the payments I was to make him in order to make these repairs.
5. Who is Dorothy M. Lloyd?
- A. My wife.
6. What was the purchase price?

- A. Nine Thousand Dollars (\$9000.00).
7. How was that made up?
- A. That was made up with a cash payment of One Thousand Dollars (\$1000.00) and an Eight Thousand Dollar (\$8000.00) mortgage.
8. That Eight Thousand Dollar mortgage, is that the one recorded in Liber J.H.H. 306, folio 488, and dated November 1, 1946?
- A. Yes sir.
9. Now, did you thereafter have occasion to borrow additional money from the Elliott estate?
- A. I made the deal, I borrowed One Thousand Dollars (\$1000.00) to put a heating plant in there.
10. What security did you give for that One Thousand Dollars (\$1000.00)?
- A. I gave them a note, and as I understand it it went on the records as a second mortgage.
11. Is this the mortgage that went on that note?
- A. I never got a copy of that one.
12. Is that your signature?
- A. Yes sir.
13. And your wife's signature?
- A. Yes sir.
14. And this is your mortgage, is it not?
- A. Yes sir.
- (MORTGAGE RE-FILED HEREWITH MARKED EXAMINER'S EX.2)
15. Now, Mr. Lloyd, the mortgage recites that the mortgagee is William L. Elliott, Trustee for Benjamin P. Elliott and others; now, are you familiar with the provisions of the trusteeship?
- A. No sir.
16. On the basis of this particular loan to whom did you make payments and in what amounts?
- A. Well, I don't know what amounts, but I made them to

24.

William Elliott up until I was notified by Willie that in the future to make my payments to Mr. Hall, that he had taken over the trusteeship for the Elliott estate, and I then made all my payments to Mr. Hall who was a brother-in-law.

17. Did there come a time, Mr. Lloyd, when these two mortgages were consolidated?

A. Yes sir, I decided to make an apartment in the house and I went to Mr. Hall and asked him could he loan me some more money and put the mortgage back to Eight Thousand Dollars (\$8000.00), which he did and I put on two rooms on the house and another bathroom, cemented the cellar and did various other work which amounted to almost Eight Thousand Dollars (\$8000.00).

18. When was that?

A. I think that was in this statement from Mr. Hall, dated February 9, 1955, in which he says here, he has consolidated both loans, the entries speak for itself.

19. What is this paper?

A. A statement from Mr. Hall.

20. Who is Mr. Hall?

A. Brother-in-law, he married one of the Elliott girls.

21. Did he keep the accounts of the estate?

A. Yes sir, I was informed by Willie to make all future

22. payments to Mr. Hall, that he had taken over the trusteeship for the Elliott estate.

(STATEMENT FROM MR. HALL DATED FEBRUARY 9, 1955,
FILED HERewith MARKED EXAMINER'S EX.3)

23. Now, I hand you a number of checks from the Annapolis Banking and Trust Company?

A. Yes sir.

24. And I ask you if you can identify those checks?

A. Yes sir, these are my checks.

25. What were they made for?
- A. They were made as I had the money available, I was paying Eighty Dollars a month and when I could pay more I gave them additional money.
- (LEAVE RESERVED TO FILE A TAPE SHOWING THE AMOUNTS PAID BY CHECK, BEFORE CONSOLIDATION AND AFTER CONSOLIDATION OF BOTH LOANS, MARKED EXAMINER'S EX.4)
26. Mr. Lloyd, at that time did you have any conversation with William Elliott with respect to releasing the mortgage, which is filed here as Examiner's Exhibit 2?
- A. Yes sir, I just had a verbal agreement with him and he said it would cost Three or Five Dollars to have it released, and I don't know whether I gave him cash or a check, and he said he would take care of it, and a short time later I approached him and he was sick and he said, "as soon as I get back," he was in the hospital, "I will take care of it," and then, unfortunately, he passed away.
27. Then there is still, outstanding, one mortgage, which was the original mortgage of Eight Thousand Dollars (\$8000.00)?
- A. Yes.
28. And that was assigned to Marsha Elliott?
- A. Yes sir.
29. What does this mortgage represent, Mr. Lloyd?
- A. It represents the entire balance, the one that Miss Elliott holds now.
30. So how many obligations have you to Marsha Elliott at the present time?
- A. Just the one.
31. And you are requesting the Court then to appoint a trustee in order to release the mortgage which is filed here as Examiner's Exhibit No. 2?
- A. Yes sir, in doing so that is the only way I can

get a clear title to the property.

32. It is your desire, is it not, to re-finance your property in order to retire the mortgage held by Miss Elliott?

A. Yes sir.

33. There were received three separate amounts from the Elliott estate?

A. Yes sir.

34. The original of Eight Thousand Dollars (\$8000.00), the second of One Thousand Dollars (\$1000.00), and the third one of Sixteen Hundred Twenty Two Dollars and seventy seven cents (\$1622.77)?

A. Yes sir, all three brought it back to Eight Thousand Dollars (\$8000.00).

35. Mr. Lloyd, I ask you to look at this letter from James G. Woodward to Childs and Bald, dated March 6th, 1957, and I ask you if the figure given by Mr. Woodward, at that time, agrees with your figures as the balance outstanding on the original Eight Thousand Dollars (\$8000.00) mortgage?

A. Yes sir, Miss Elliott and I got together, she had a balance of Seventy Four Hundred Dollars (\$7400.00), then I met Mr. Woodward and Miss Elliott on a Saturday morning and I had my checks with me and the three of us arrived at this balance.

36. And this balance is shown in the letter of March 6, 1957?

A. Yes sir.

(LETTER FROM MR. WOODWARD DATED MARCH 6, 1957, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.5)

QUESTION BY THE EXAMINER:

LIBER 105 PAGE 133

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

28
1
Answer *No*.....

Signature *Jacob Berner*

There being no further witnesses to be examined on behalf of the Plaintiffs at this time, and no further testimony desired in their behalf, this testimony is now closed, and at the request of Plaintiff's Solicitor is returned to the Court.

I hereby certify that the foregoing testimony was taken at the instance of the plaintiff. That I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony, that the testimony was taken in one day.

Witness my hand and seal this *3rd* day of July, 1957.

John G. Rouse, Jr., Examiner (SEAL)
John G. Rouse, Jr., Examiner

J.R. \$10.00

I.H. \$8.00 *for*

125 Glenville Ave.,
Annapolis, Md.
9 Feb., 1955.

Mr. J B Lloyd
69 Amos Garrett Blvd.,
Annapolis, Md.

Dear Mr. Lloyd:- Per your request, I have prepared a statement of your account with The Elliott Estate, which is contained herein.

Please recollect that a third loan was made to you by the Elliott Estate, on 6 March 1951, in the amount of \$1622.77 This produced a new total balance, owed by you to the Elliott Estate, amounting to the sum of \$8000.00, as of that date

In the note, you agreed to pay off this amount, at six per cent interest by ninety dollar monthly payments.

Since 1 Sept, 1953, as you have been previously informed, ownership of your mortgage, and the above referred to loan, have been invested in Miss Marcia Elliott (4/5 share), and my wife, Mrs Harrell W. Hall, -brought about by division of several of the Elliott properties. It is now Mrs. Hall's intention to surrender her 1/5 share to her sister. You will be advised at such time as this occurs.

Your statement follows. (for 1954,

Payment made Date	Credited to Amount	Interest Principle	Interest Paid	Earned Interest	Period
14 Jan	80.00	4.46	75.54	75.54	Jan-Feb
31 Apr	75.00	----	75.00	75.49	Mar-Apr
7 May	80.00	84.50	75.50	75.50	May-Jun
24 Jun	80 00				
----	----	-----	-----	-74.65	Jul-Aug
7 Sept	80 00	79.60	75.40	75.40	Sept-Oct
30 "	75.00				
6 Nov	75.00	0.40	74.60	74.60	Nov-Dec
Total	545 00	168.96	376.04	451 18	-----

(Miss Elliott also received 60 00 on 16 Jan '55, to be credited to the current year's account)

31 Dec 1953--Bal due on note----- 7553.55
Paid during year, credited
to principle -----

168.96
7384.59

1954 unpaid interest-----

31 Dec 1954--Bal due on note----- 7459.73

Miss Elliott will receive your future remittances, and I shall be glad to be of any service to you that I am in position to do for you.

Examiner's Exhibit No 3

Copy to ... Elliott Lloyd v. Elliott,

30

John S. Rouse L

Sincerely yours,

Harrell W. Hall

Exam-

LAW OFFICE
JAMES G. WOODWARD
42 STATE CIRCLE

ANNAPOLIS, MD.

March 6, 1957

Childs & Bald
Attorneys at Law
192 Duke of Gloucester St.
Annapolis, Maryland

Re: Lloyd to Elliott, Mortgage

Gentlemen:

Confirming a telephone conversation I recently had with your secretary, I am writing to advise that I represent Miss ~~Marcha~~ A. Elliott in connection with a mortgage she holds by assignment against Dorothy M. Lloyd and J. Bernard Lloyd.

I understand that this mortgage is to be settled soon in connection with a transaction soon to be consummated at your office. I might say that I am holding the original mortgage in question, which is a purchase money mortgage dated the first day of November, 1956, and payable to William L. Elliott as trustee for the estate of Harry W. Elliott, deceased. The amount of the mortgage debt was \$8000. This particular mortgage was assigned by written assignment to ~~Marcha~~ Elliott in October of 1953, but the assignment does not appear to have been recorded, although properly executed on the original mortgage, and is a short assignment.

I am writing to confirm the information I gave your secretary over the 'phone respecting the balance and the principal balance due on this mortgage debt and which Miss Elliott will have to receive from the settlement is \$7394.73. My understanding is that all interest has been paid on that amount to the end of the current month, so if the settlement can go through this month, the \$7394.73 figure would be the full amount under this mortgage.

I understand that there is another mortgage between the same original parties in the amount of \$1000, but I cannot give any advice in respect to that particular mortgage other than to mention that Mr. Lloyd advised me that proper arrangements will be made for the release of that particular mortgage. However, let me repeat that neither my client nor I can take any responsibility whatever in connection with earlier mortgages.

Very truly yours,

James G. Woodward

*Examiner's Exhibit No 5
Lloyd v Elliott Equity No 12, 126
John S. Rowe 2. Examiner*

JGW/b

31.

DOROTHY M. LLOYD and
J. BERNARD LLOYD, her husband
Plaintiffs

Vs.

HARRY F. ELLIOTT, et al,
Defendants

NO. 12,120 EQUITY
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

* * * * *

D E C R E E

* * * * *

The within cause having been submitted for decree, the proceedings were read and contents duly noted. Whereupon it has been satisfactorily shown to this Court that the mortgage herein filed as Petitioners' Exhibit No.2 has, in fact, been duly paid and the Petitioners are entitled to have said mortgage discharged.

It is, therefore, this *26th* day of July, 1957, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED, and DECREED that *Eugene M. Childs* be, and he is hereby appointed Trustee to serve without bond for the purpose of executing a release of the aforesaid mortgage, as herein prayed.

Plaintiffs to bear the costs of these proceedings.

Matthew L. Evans
JUDGE

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

JONATHON E. O'HAIR

: IN THE CIRCUIT COURT
:
: FOR
:
: ANNE ARUNDEL COUNTY
:
: (In Equity)

No. 11,771 Equity

Mr. Clerk:

Please docket the above entitled suit and file among the
papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from said Jonathon E. O'Hair
to The County Trust Company, dated August 3rd,
1948 and recorded among the Land Records of
Anne Arundel County in Liber J.H.H. No. 483
folio 169.

Walter S. Calwell

Walter S. Calwell
Attorney Named in Mortgage

FILED

1957 JAN 15 AM 9:23

* 13709
No. 11,991 Equity

MORTGAGE

THIS MORTGAGE, Made this 3rd. day of August, A. D. 19 48, by and between JONATHON E. O'HAIR,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE COUNTY TRUST COMPANY

a corporation organized and existing under the laws of the State of New York, hereinafter called the Mortgagee.

~~Witnesses, the Mortgagee is a member of the said body corporate and has received therefrom an advance of the execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.~~

(The above paragraph is to be omitted if Mortgagee is not a building and loan association)

being part of the purchase money for the property hereinafter described,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SEVENTY-SIX HUNDRED Dollars (\$ 7600.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of THE COUNTY TRUST COMPANY, in TARRYTOWN, WESTCHESTER COUNTY, N.Y.

~~May 1948~~ or at such other place as the holder hereof may designate in writing, in monthly installments of FORTY-SIX and 06/100 Dollars (\$ 46.06), commencing on the first day of October, 1948, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 19 68. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Administrator.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

18-4130

BEING known and designated as Lot No. 412 as laid out on Plat of Property of The Ballman Company which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7. The improvements whereon are known as 5212 (formerly 412) Brookwood Road.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Elcey Homes, Incorporated unto said Mortgagor herein.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, kitchen cabinet, plumbing accessories, ranges, light fixtures, laundry tray, screens, water heater, all of which accessories and equipment are herewith declared to be, by the said Mortgagor, fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

FILED

1957 MAY 15 AM 9:23

TOGETHER with the buildings and improvements thereon, and the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

- (a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title II of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Administrator.
- (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
 - (i) premium charges under the contract of insurance with the Federal Housing Administrator;
 - (ii) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (iii) interest on the mortgage debt secured hereby; and
 - (iv) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor

shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four ~~and one-half~~ per centum (4~~1~~¹/₂%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That the Mortgagee shall have the right to declare a default under this mortgage if the Mortgagor shall sell, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of **thirty** days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or **Walter S. Calwell or Joseph J. Callahan**, its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in **Anne Arundel** County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of **Fifty** Dollars (\$ 50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mort-

gage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

Jonathon E. O'Hair [SEAL]
JONATHON E. O'HAIR

Shirley Sutton [SEAL]
SHIRLEY SUTTON

_____ [SEAL]

_____ [SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

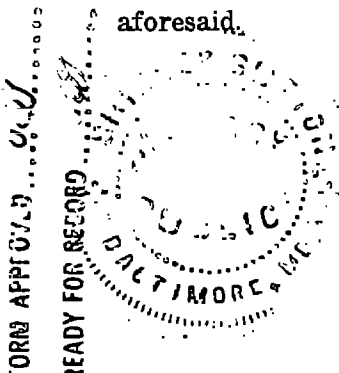
I HEREBY CERTIFY, That on this 3rd. day of August, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Jonathon E. O'Hair, the above named Mortgagors, and he acknowledged the foregoing mortgage to be his act.

At the same time also personally appeared Joseph J. Callahan, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Shirley Sutton
Notary Public.

Recorded- 9th- August, 1948- at 10-30 A.M.



STATE OF MARYLAND

Loan No.

COUNTY MORTGAGE

JONATHON E. O'HAIR,
TO

THE COUNTY TRUST COMPANY

Joined for Record

at 10-38 clock A.M. 9/1/48.
Same day recorded in Liber No. 483.
Folio 169 etc. one of the Mortgage
Records of _____ County and
examined per _____ Clerk.
Cost of Records, \$

No.	Insured under the National Housing Act And Rules and Regulations of the Federal Housing Administrator For Mutual Mortgage Insurance Dated November 1, 1934
As amended	FEDERAL HOUSING ADMINISTRATOR
By	Authorized Agent.
Date	

Reference is made to the Act and to the Regulations thereunder covering assignments of the insurance protection on this note.

U. S. GOVERNMENT PRINTING OFFICE

16-4130

MILITARY AFFIDAVIT

Docket 16 folio 379.
No. 11,721 Equity

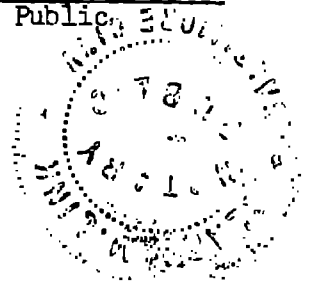
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 11th day
of January 19 57 before me, the subscriber a Notary Public
of the State of Maryland, in and for the City aforesaid, per-
sonally appeared Walter S. Calwell
and made oath in due form of Law that the Defendant
Jonathon E. O'Hair
against whom foreclosure proceedings were instituted is
not in the Military Service of the United States or of any
Nation with which the United States is allied in the present
war, that he has not been ordered to report for induction
under the Selective Training and Service Act of 1940, that
he not member of the Enlisted Reserve Corps, and has
not been ordered to report for service therein, ~~that~~

~~known~~ ~~known~~, and that the Affiant's source of
information was the family of the Defendant

Walter S. Calwell
Walter S. Calwell

Clara M. Link
Clara M. Link - Notary Public



FILED
1957 JAN 15 AM 9:23

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

JONATHON E. O'HAIR

IN THE
ANNE ARUNDEL
Circuit Court for Baltimore County

IN EQUITY.

11,991 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The County Trust Company

under the mortgage from said Jonathan E. O'Hair

to The County Trust Company

dated the 3rd day of August, 1948, and recorded among the Land Records
of Anne Arundel County in Liber J.B.H. No. 483 Folio 169

Amount of loan \$7600.00

Less - amount paid on principal 2143.42

5456.58

Plus - unpaid principal to 2/14/57 218.26

5674.84

Less - credit in escrow account 28.97

5645.87

CITY
STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 13th day of February, in the
year nineteen hundred and fifty-seven, before me, the subscriber a Notary Public

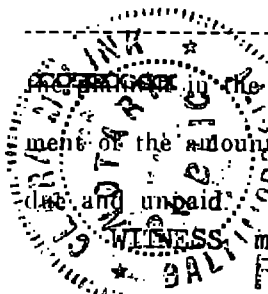
of the State of Maryland, in and for said City
of Baltimore, personally appeared Joseph J. Callahan, Agent for The County Trust Company
holder of the Mortgage

in the above entitled cause, and made oath that the foregoing is a just and true state-
ment of the amount of the mortgage claim under the mortgage filed in the said cause now remaining

due and unpaid.
WITNESS my hand and Notarial seal.

Clara M. Link

Clara M. Link - Notary Public



FILED

1957 FEB 14 AM 9:15

227 ST. PAUL STREET
BALTIMORE, MD



80 JOHN STREET
NEW YORK, N. Y.

No. 11,991 Equity

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland,

..... as Principal
and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue
of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety,
are held and firmly bound unto the State of Maryland in the full and just sum of.....

FIFTY-EIGHT HUNDRED AND 00/100 (\$5800.00) - - - - - Dollars,

to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we
bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally,
firmly by these presents.

Sealed with our seals, and dated this 11th.....
day of February..... in the year nineteen hundred and fifty-seven.....

Whereas, the above bounden Walter S. Calwell.....

by virtue of the power contained in a Mortgage from Jonathan E. O'Hair to The County.....
Trust Company.....

bearing date the 3rd day of August..... nineteen hundred and forty-eight
and recorded among the Land Records of Anne Arundel County, in Liber J.H.H.
No. 483, Folio 169, and.....

is about to sell the land and premises described in said Mortgage, #5212 Brookwood Road - Anne Arundel Co
default having been made in the payment of Md.
the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden.....

Walter S. Calwell.....
do and shall well and truly and faithfully perform the trust reposed in him..... under the
Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity
in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void,
otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Walter S. Calwell (Seal)

Attest:

Clara M. Smith
Alvin E. Leroy

Assistant Secretary - Alvin E. Leroy

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess Vice-President - G. Lee Burgess

FILED
1957 FEB 14 AM 9:15

*Bond approved this 14th
day of February, 1957.
George T. Cornwall, Clerk*

WALTER S. CALWELL, : IN THE CIRCUIT COURT
 Attorney Named in Mortgage :
 VS. : FOR
 JONATHON E. O'HAIR : ANNE ARUNDEL COUNTY
 : (In Equity)
 No. 11,991.

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney
 Named in Mortgage, dated August 3rd, 1948 and recorded among the
 Land Records of Anne Arundel County in Liber J.H.H. No. 483 folio 169
 from said Jonathon E. O'Hair to The County Trust Company which

~~to the Baltimore Trust and Loan Association, which~~

Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the
 faithful discharge of his trust, which was duly filed and approved,
 and having given notice of the time, place, manner and terms of sale by
 "The Maryland-Gazette"
 advertisement inserted in ~~"The Jeffersonian"~~ a newspaper published
 Anne Arundel
 in ~~Baltimore~~ County, for more than three successive weeks preceding
 the day of sale, Walter S. Calwell, Attorney, under and by virtue
 of the power and authority contained in said Mortgage (after default
 having occurred thereunder) did, pursuant, to said notice, on the
 14th day of February, 1957 at two o'clock P.M.,

attend on the premises and then and there sold the fee simple
 Anne Arundel
 property situate, lying and being in ~~Baltimore~~ County

being known as Lot No. 412 as laid out on Plat of Property of the
 Ballman Company, which Plat is duly recorded among the Land Records of
 Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7, the improve-
 ments whereon are known as No. 5215 (formerly 412) Brookwood Road, more
 particularly and at length described in the aforementioned Mortgage and
 the attached advertisement of sale.

BY TERMS OF SALE, a cash deposit of ^{Five} ~~Two~~ Hundred
 (\$500.00) Dollars was required of the purchaser at the time and
 place of sale and taxes and other expenses, including Metropolitan
 Sanitary and District liens, if any, be adjusted to day of sale.

FILED

1957 FEB 19 AM 9:14

The property was sold to James G. Lubinski, in fee simple, at and for the price of Seventy-three Hundred twenty-five (\$7325.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 18th day of February, 1957 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CALWELL AND CALWELL,
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

Clara M. Link

Clara M. Link - Notary Public

**OF VALUABLE
FEE SIMPLE PROPERTY**

No. 5212 (formerly 412) Brookwood Road, Brookwood, Fifth District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Jonathon E. O'Hair to The County Trust Company, dated August 3rd, 1948 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 483 folio 160 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

**THURSDAY
FEBRUARY 14th, 1957
at Two P.M.**

All that fee simple property situate and lying near Brooklyn, Anne Arundel County, Maryland, and described as follows:-

Being known and designated as Lot No. 412 as laid out on Plat of Property of The Ballman Company, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-4 Plat No. 7, the improvements whereon are known as No. 5212 (formerly 412) Brookwood Road.

In fee simple; subject to any restrictive covenants and Utility Agreements, of record, affecting the property.

The improvements whereon consist of a two story brick, row, two family dwelling, containing 6 rooms, 2 baths, with full basement and modern facilities.

TERMS OF SALE:- A cash deposit of \$500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from the date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage.
E. T. NEWELL & CO. INC.,
Auctioneers.

WALTER S. CALWELL,
ATTORNEY NAMED IN MORTGAGE

VERSUS

JONATHON E. O'HAIR

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,991

Equity

Ordered, this 19th day of February, 19 57, That the sale of the property in these proceedings mentioned

made and reported by WALTER S. CALWELL, Attorney Named in Mortgage

XXXXXXXX

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of March next.

was

The report states that the amount of sales ~~xxxx~~ \$ 7325.00

Filed 1957 Feb. 19
10:10 A.M.

George J. Cromwell

Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage

VERSUS

JONATHON E. O'HAIR

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This day of 19 that the sale made and reported by the Trustee aforesaid, be and the same hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

ADDITIONAL BOND #226718



227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

no. 11, 991

Equity

Know All Men by These Presents:

That we.....Walter S. Calwell.....- Baltimore Federal Building,.....Baltimore, Md.:
.....as Principal
and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue
of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety,
are held and firmly bound unto the State of Maryland in the full and just sum of.....
.....FIFTEEN HUNDRED AND TWENTY-FIVE AND 00/100.....(\$1525.00).....Dollars,
to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we
bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally,
firmly by these presents.

Sealed with our seals, and dated this.....11th.....
day of.....February.....in the year nineteen hundred and.....fifty-eight.....

Whereas, the above bounden.....Walter S. Calwell.....

by virtue of the power contained in a Mortgage from.....Jonathon E. O'Hair
to the County Trust Company,
bearing date the.....3rd.....day of.....August.....nineteen hundred and.....forty-eight
and recorded among the.....Land.....Records of.....Anne Arundel County, in Liber J. H. H.
No.....483....., Folio.....169....., and.....

.....5212 Brookwood Road - Anne Arundel Co Md.
is about to sell the land and premises described in said Mortgage/default having been made in the payment of
the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden.....

.....Walter S. Calwell.....

do and shall well and truly and faithfully perform the trust reposed in.....him.....under the
Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity
in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void,
otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Clara M. Lusk

Attest:

Assistant Secretary - V. N. Mercier

Walter S. Calwell (Seal)
Walter S. Calwell (Seal)

NEW AMSTERDAM CASUALTY COMPANY

By.....G. Lee Burgess.....Vice-President

add Bond Bond approved & filed
This 21 day of February 1957
House 7 Commercial Bldg

FILED

957 FEB 21 AM 9:21

LIBER 105 PAGE 149
ORDER NISI
(CORRECTED)

WALTER E. CALWELL,
ATTORNEY NAMED IN MORTGAGE
versus
JONATHON E. O'HAIR

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 11,991 Equity

Ordered, this 14th day of March 1957, That the sale of the property in these proceedings mentioned made and reported by WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE ~~XXXXXX~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of April next.

The report states that the amount of sales ~~was~~ ^{was} ~~xxx~~ \$7325.00
Filed 1957 Mar. 14
a 3:05 P.M.

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,
ATTORNEY NAMED IN MORTGAGE
versus
JONATHON E. O'HAIR

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23rd day of April, 1957, that the sale made and reported by the ~~Trustee~~ ^{attorney} aforesaid, be and the same ~~is~~ ⁱⁿ hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi. passed in said cause; and the ~~Trustee~~ ^{attorney} allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED
1957 APR 23 PM 3:09

Matthew J. Evans
Judge

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 12, 1957

We hereby certify, that the annexed

Order Nisi - Sale - Ex 11991Jonathon E. O'Hair

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4successive weeks before the 22ndday of April, 1957 The firstinsertion being made the 21st day ofMarch, 1957

FILED

1957 APR 12 PM 4:17 THE CAPITAL-GAZETTE PRESS, INC.

By

Harrie Tate

Order Nisi

(CORRECTED)

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,991 EquityWALTER S. CALWELL, Attorney
Named in Mortgage
Vs.

JONATHAN E. O'HAIR

Ordered, this 14th day of March, 1957,
That the sale of the property in these
proceedings mentioned made and re-
ported by WALTER S. CALWELL,
Attorney Named in Mortgage BE
RATIFIED AND CONFIRMED, unless
cause to the contrary thereof be shown
on or before the 22nd day of April
next; Provided, a copy of this Order
be inserted in some newspaper pub-
lished in Anne Arundel County, once
in each of three successive weeks before
the 22nd day of April next.The report states that the amount
of sale was \$7,325.00.GEORGE T. CROMWELL, Clerk.
True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

A-11

No. MG. 12257

14

WALTER S. CALWELL,
Attorney Named in Mortgage

vs.

JONATHON E. O'HAIR

: IN THE CIRCUIT COURT
:
: FOR
:
: ANNE ARUNDEL COUNTY
:
: (In Equity)

No. 11, 991 Equity

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of H. V. HIGLEY, Administrator of Veterans' Affairs, by C. W. Nixon, Loan Guaranty Officer, Baltimore Regional Office of the Veterans Administration, his duly authorized representative, respectfully represents:

FIRST: That your Petitioner is the holder of a second mortgage upon the property sold in this case, said second mortgage being dated August 3, 1948, from Jonathon E. O'Hair to The County Trust Company, of New York, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 483, Folio 173, and assigned to your Petitioner on February 14, 1957. The original second mortgage is filed herewith as an exhibit marked "Petitioner's Exhibit A".

SECOND: That there is owing to your Petitioner on the second mortgage referred to in this petition a principal balance of \$1363.63 with interest from September 10, 1956, to date of ratification of the auditor's account in this case, at the rate of 4% per annum.


THIRD: That your Petitioner represents that there will be a surplus of proceeds of sale in this case over and above the Plaintiff's claim and expenses of foreclosure.

Your Petitioner therefore prays that the Auditor allow the second mortgage claim, which is attached hereto, from the proceeds of sale of this case.


FILED

1957 MAY 14 AM 11:37

AND AS IN DUTY BOUND, etc.


CHAFFON LEE BROWN, JR.
Attorney


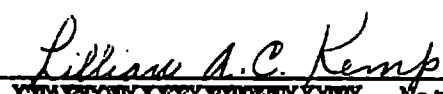

H. V. HIGLEY
Administrator of Veterans' Affairs

By 
C. W. NIXON
Loan Guaranty Officer

STATE OF MARYLAND)
BALTIMORE) SS:
COUNTY OF ~~ANNAPOLIS~~)

I HEREBY CERTIFY that on this 13th day of May, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. W. Nixon, Loan Guaranty Officer of the Veterans Administration, and he made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge, information and belief, and that he is acting for and on behalf of H. V. HIGLEY, Administrator of Veterans' Affairs, under proper authority.

AS WITNESS my hand and Notarial Seal.



~~CHAFFON LEE BROWN, JR.~~, Notary Public
Lillian A. C. Kemp
My commission expires May 4, 1959

WALTER S. CALWELL,
Attorney Named in Mortgage

vs.

JONATHON E. O'HAIR

: IN THE CIRCUIT COURT

: FOR

: ANNE ARUNDEL COUNTY

: (In Equity)

No. 11,991 Equity

STATEMENT OF SECOND MORTGAGE CLAIM

Original Amount of Loan	\$1900.00
Paid on Principal	<u>536.37</u>
Principal Balance Due	\$1363.63

Note: Interest accrues at the rate of 4% per annum on principal balance of \$1363.63 from September 10, 1956, to date of ratification of the auditor's account.

BALTIMORE
STATE OF MARYLAND, COUNTY OF ~~ANNE ARUNDEL~~, Sct.

I HEREBY CERTIFY, That on this 13th day of May in the year nineteen hundred and fifty-seven, before me, a Notary Public of the State of Maryland, in and for said County of ~~Anne Arundel~~ ^{Baltimore}, personally appeared C. W. Nixon, Loan Guaranty Officer of the Veterans Administration, the duly authorized representative of H. V. HIGLEY, Administrator of Veterans' Affairs, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Lillian A. C. Kemp

Lillian A. C. Kemp, Notary Public
My commission expires May 4, 1959

FILED

1957 MAY 14 AM 11:37

Exhibit

MORTGAGE

No. 11,991 Equity

THIS MORTGAGE, made this 3rd. day of August, A. D. 1948, by and between JONATHON E. O'HAIR,

of ANNE ARUNDEL COUNTY, in the State of Maryland, hereinafter called the Mortgagor, and THE COUNTY TRUST COMPANY,

a corporation organized and existing under the laws of the State of New York, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~Jonathon E. O'Hair~~ is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of NINETEEN HUNDRED Dollars (\$ 1900.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four per centum (4 %) per annum on the unpaid principal until paid, principal and interest being payable at the office of THE COUNTY TRUST COMPANY, in TARRYTOWN, WESTCHESTER COUNTY, N.Y. ~~Mortgagee~~ or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of eleven and 52/100 Dollars (\$ 11.52), commencing on the first day of October, 1948, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 1968. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in

ANNE ARUNDEL County, in the State of Maryland, to wit:

BEING known and designated as Lot No. 412 as laid out on Plat of Property of The Ballman Company which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7. The improvements whereon are known as 5212 (formerly 412) Brookwood Road.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Elcey Homes, Incorporated unto said Mortgagor herein; subject to a first mortgage of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto from said Mortgagor herein to The County Trust Company in the amount of \$7600.00.

FOR VALUE RECEIVED, The County Trust Company hereby assigns, without recourse, on this 14th day of February 1957, the within and foregoing mortgage to H. V. HIGLEY, as Administrator of Veterans' Affairs, an Officer of the United States of America, whose address is Veterans Administration, Washington, 25, D.C., and his successors in such Office.

Witness the corporate seal of The County Trust Company and the signature of Charles H. Robinson, a Vice President, attested by Assistant Secretary Harry A. Baum.

ATTEST:

Harry A. Baum
Harry A. Baum

THE COUNTY TRUST COMPANY

By: *Charles H. Robinson*
Charles H. Robinson
Vice President

FILED

1957 MAY 14 AM 11:37

Petitioner
Exhibit
"A"

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, **forever in fee simple.**

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
 - (II) interest on the indebtedness secured hereby; and
 - (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of **thirty** days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or **Walter S. Calwell or Joseph J. Callahan** its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving 20 days notice of the time; place, manner and terms of sale in some newspaper printed in **Anne Arundel** County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient;

and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of **Fifty Dollars (\$ 50.00)** and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; third, to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

And the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for **Anne Arundel** County, in Equity, which said expenses, costs, and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

Jonathon E. O'Hair [SEAL]
JONATHON E. O'HAIR

[SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this **3rd.** day of **August**, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the **City** aforesaid, personally appeared **Jonathon E. O'Hair**, the above named Mortgagors, and **he** acknowledged the foregoing mortgage to be **his** act.

At the same time also personally appeared **Joseph J. Callahan** the **Agent** of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Shirley Sutton
SHIRLEY SUTTON

Notary Public.

Recorded--9th-- August, 1948-- at 10-30 A.M.

STATE OF MARYLAND

COUNTY MORTGAGE

JONATHON E. O'HAIR

TO

THE COUNTY TRUST COMPANY

Received for Record

10-30

o'clock

at Same day recorded in Liber No.

F-10, 173, etc., one of the Mortgage

1 rds of County and

examined per

Clerk.

Cost of Records, \$

96

FORM APPROVED...
READY FOR RECORD...

21-A

5M-8-20-52

LIBER

105 PAGE 158

SHORT ASSIGNMENT OF MORTGAGE

FROM

THE COUNTY TRUST COMPANY,

OF NEW YORK

TO

H. V. HIGLEY, as Administrator of
Veterans' Affairs, an Officer of
the United States of America

CALLAHAN + CALWELL
BALTIMORE FEDERAL BUILDING
Received for Record 19
FAYETTE + ST. PAUL STS
BALTO 21 MD M. Same day

recorded in Liber No.
Folio
REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
Records of Baltimore County, and examined.
1957 FEB 20 AM 9:15

Per

& RECORDED IN LIBER GTC

NO. 483 FOLIO 176
GEO. T. CROMWELL, CLERK Clerk.

WALTER S. CALWELL,
Attorney Named in Mortgage

vs.

JONATHON E. O'HAIR

: IN THE CIRCUIT COURT
:
: FOR
:
: ANNE ARUNDEL COUNTY
:
: (In Equity)

no. 11,981 Equity

ORDER OF COURT

Upon the foregoing petition and affidavit, it is this 14th day
of May, 1957, by the Circuit Court for Anne Arundel County
ORDERED that the Auditor of this Court, in stating his account in these pro-
ceedings, be and he is hereby authorized and directed to allow H. V. HIGLEY,
Administrator of Veterans' Affairs, Petitioner herein, and/or his successor
or successors in such office, as such, payment of the second mortgage claim
set forth in the foregoing petition out of the proceeds of sale in this case
in accordance with its legal priority and subject to the usual exceptions.

Benjamin Nicholas
JUDGE

FILED
1957 MAY 14 PM 3:45

.....

11

VS.

.....

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

[illegible]

Laura T. Pickering
Auditor.

Auditor

Dr.

in ac.

Walter S. Calwell, Attorney named in Mortgage, vs.
Jonathon E. O'Hair

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	251	05	301	05
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	00		
Auditor - stating this account	13	50	55	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	40	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. - bond premiums	29	20		
E. T. Newell & Co. - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	13		
One-half State documentary stamps	4	12		
Commercial Data Bureau - re:military service	7	00		
Clara M. Link - notary fees	1	25	124	70
To Attorney for Taxes, viz:				
1957 State and County taxes -adjusted	13	55	13	55
To Attorney for Benefit Charges, viz:				
Anne Arundel County Sanitary Commission- metered water from 11/26/56 to 2/19/57	19	82	19	82
To County Trust Company, mortgagee - in full for mortgage claim filed 1957 water and sewer benefit charges paid by mortgagee	5,645	87		
	7	15		
	5,653	02		
Less:				
Refund fire insurance premium	3	24	5,649	78
To H. V. Higley, Administrator of Veterans Affairs, second mortgagee - this balance on account mortgage claim	1,210	16	1,210	16
			7,374	56
Amount of second mortgage claim filed	1,363	63		
Interest at 4% from 9/10/56 to 2/14/57 - 157 days	23	79		
	1,387	42		
Cr. Amount allowed above	1,210	16		
Balance due	177	26		

24

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

[illegible]

ORDER NISI

LIBER 105 PAGE 163

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Jonathon E. O'Hair

No. 11,991

Equity.

ORDERED, This 8 day of July, 1957, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12 day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12 day of August next.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13 day of August, 1957, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the same apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin W. Nicholson
Judge

FILED

1957 AUG 13 PM 3:18

26

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATIONAnnapolis, Md., July 26, 1957

We hereby certify, that the annexed

Order Nisi Eq. 11,991
auditor accountJonathon E. O'Hair
was published in**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3successive weeks before the 12thday of August, 1957. The firstinsertion being made the 11th day ofJuly, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILEDNo. M. C. _____ 1957 JUL 26 PM 2:03 By V. Tilghman**Order NISI**IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,001 Equity
WALTER S. CALWELL, Attorney
named in Mortgage
Vs.

JONATHON E. O'HAIR

Ordered, this 8th day of July, 1957.
That the Report and Account of the
Auditor, filed this day in the above
entitled cause BE RATIFIED AND
CONFIRMED, unless cause to the con-
trary be shown on or before the 12th
day of August next; Provided, a copy
of this Order be inserted in some news-
paper published in Anne Arundel
County, once in each of three successive
weeks before the 12th day of August
next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

JY-25

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

ALL STATES CORPORATION

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(In Equity)

No. 11,835

Mr. Clerk:

Please docket the above entitled case and file among the
papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said All states
Corporation to Baltimore Federal Savings
and Loan Association, dated January 27th,
1953 and recorded among the Land Records
of Anne Arundel County in Liber J.H.H. No.
738 folio 254.



Walter S. Calwell
Attorney Named in Mortgage

FILED

1956 AUG -7 AM 9:10

This Mortgage, Made this 27th day of January, in the year one thousand, nine hundred and fifty-three, between ALL STATES CORPORATION, a body corporate, duly incorporated under the Laws of the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of FIFTY THOUSAND (\$50,000.00) Dollars, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of five percent (5%) per annum in the manner following:

By the payment of Three Hundred Ninety-five and 40/100ths Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(x) of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEGINNING at a point in the center of the County Road leading to the Annapolis Boulevard, said point of beginning being at the end of the Second or North fifty degrees fifty-three minutes thirty seconds West eighteen feet line of Parcel No. 1 as described in a deed from J. Donaldson Parr and Nancy A. Parr, his wife, to All States Corporation, dated April 7, 1950, recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. 571 at folio 514, and running thence binding along the center of said County Road the seven following courses and distances: (1) North thirty-eight degrees thirty-five minutes fifty seconds East two hundred thirty-four and seventy one-hundredths feet; (2) North thirty-one degrees six minutes fifty seconds East two hundred seventy-five and eighty-three one-hundredths feet; (3) North forty-one degrees fifty minutes no seconds East two hundred sixty-seven and fifty-four one-hundredths feet; (4) North fifty-six degrees fifty-nine minutes forty seconds East ninety-four and ninety-one one-hundredths feet; (5) North eighty-three degrees forty-eight minutes fifty seconds East ninety-eight and twenty-five one-hundredths feet; (6) South eighty-five degrees twenty-eight minutes thirty seconds East one hundred fifty-eight and ninety-two one-hundredths feet and (7) South seventy-three degrees thirty minutes thirty seconds East eight hundred eighty and five one-hundredths feet to the beginning of the Fifth or South fifty-eight degrees six minutes ten seconds East one hundred seventy-eight and thirty-four one-hundredths feet line of Parcel No. 2 as described in the deed heretofore mentioned, thence binding along part of said Fifth line, it being the centerline of said County Road as heretofore located, South sixty-four degrees forty-six minutes thirty seconds East one hundred seventy-three and twenty-three one-hundredths feet to a point on the northwestern right of way line of Revell Highway, as laid out and now existing, said right of way line being parallel to and seventy-five feet northwesterly from the center line of said Revell Highway as now constructed, thence binding along the aforesaid northwestern right of way line of Revell Highway South fifty-eight degrees thirty-four minutes thirty seconds West eighteen hundred seventy-nine and eight one-hundredths feet to a point thereon, thence leaving said right of way line of Revell Highway and running North fifty-eight degrees nineteen minutes fifty seconds West four hundred twenty-five and eighty-seven one-hundredths feet to an iron pipe, thence North fifty-eight degrees nineteen minutes fifty-

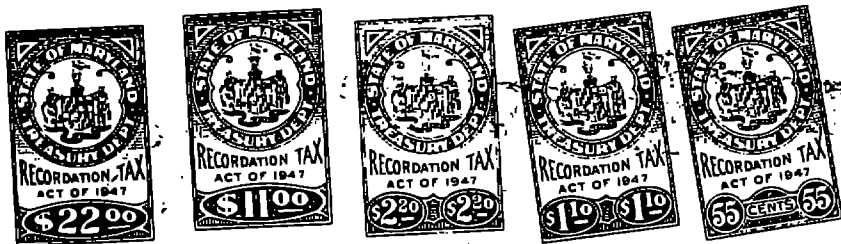
seconds West fourteen and thirteen one-hundredths feet to a point in the center of the aforesaid County Road leading to Annapolis Boulevard, thence binding along the center of said County Road the four following courses and distances: (1) North thirty-nine degrees thirty-six minutes no seconds East one hundred twelve and forty-two one-hundredths feet; (2) North twenty-four degrees twenty-five minutes no seconds East one hundred thirty and fifty one-hundredths feet; (3) North twelve degrees thirty-six minutes no seconds East one hundred ninety-four and eighty one-hundredths feet and (4) North thirty-seven degrees thirty-two minutes no seconds East ten and twenty-four one-hundredths feet to the point of beginning. Containing twenty-nine and twenty-six one-hundredths (29.26) acres of land more or less.

SAVING AND EXCEPTING, HOWEVER, all those parcels or portions thereof which have heretofore been conveyed or granted to the State of Maryland for the use of the State Roads Commission and which have been recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County.

FOR TITLE of the Mortgagor herein see the following:

(1) Deed from J. Donaldson Parr and Nancy A. Parr, his wife, dated April 7, 1950 and recorded among the aforesaid Land Records in Liber J.H.H. No. 571 folio 514.

(2) Deed dated *January 6, 1953* ~~of even date herewith~~ and recorded or intended to be recorded among the aforesaid Land Records immediately prior hereto from J. Donaldson Parr and Nancy A. Parr, his wife.



AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January Session in the year 1945 or any supplement thereto.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot (s) of ground and premises unto the said Mortgagee, its successors and assigns, ~~for all the term and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever, subject to the payment of the yearly rent of~~ forever in fee simple.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

Provided, however, if the said Mortgagor, his heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and wind-storm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days. This loan may be prepaid, in whole or in part, and when the aggregate amount of such prepayments in any one year equals or exceeds twenty per cent of the original principal amount of the loan, six months' advance interest on the amount prepaid may be charged as a consideration for the acceptance of such prepayment; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Five Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hands and seals of the said Mortgagor, its corporate seal of the State of Maryland, and the signature of J. Donaldson Parr, its President.

WITNESS:

Maurice F. Mackey, Jr.
MAURICE F. MACKEY, JR.

ALL STATES CORPORATION

By: *J. Donaldson Parr*
J. Donaldson Parr, President

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 27th day of January, 1953, before me, the subscriber, a Notary Public, of the State of Maryland in and for the city aforesaid, personally appeared J. Donaldson Parr, President of All States Corporation, the herein named Mortgagor, and acknowledged the foregoing mortgage to be its corporate act. At the same time also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.



Maurice F. Mackey, Notary Public.

Recorded- 17th Feb., 1953, at 10:30 A.M.

MORTGAGE

FROM

ALL STATES CORPORATION

TO

BALTIMORE FEDERAL SAVINGS
AND LOAN ASSOCIATION

BLOCK NO.

Received for Record Feb. 17 1953

at 10:30 o'clock A.M. Same day recorded in

Liber J.M.A. No. 738 Folio 254 etc.,

one of the Land Records of C.A. Co.

and examined per

John H. Langhorne, Jr., Clerk

Cost of Record, \$

CALLAHAN AND CALWELL

ATTORNEYS AT LAW

BALTIMORE FEDERAL BUILDING
FAYETTE AND ST. PAUL STREETS
BALTIMORE 2, MD.

3695

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

ALL STATES CORPORATION

IN THE

ANNE ARUNDEL

Circuit Court for ~~Baltimore~~ County

IN EQUITY.

No. 11,835

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Associationunder the mortgage from All States Corporationto Baltimore Federal Savings and Loan Associationdated the 27th day of January, 1953, and recorded among the Land Records
of Anne Arundel County in Liber J.H.H. No. 738 Folio 254Amount of Loan \$77,000.00Less - amount paid on principal 39,698.6537,301.35Plus - interest to 9/13/1956 532.8837,834.23Less - balance in expense account .1337,834.10

CITY

STATE OF MARYLAND, ~~COUNTY~~ OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 11th day of September in the
year nineteen hundred and fifty-six, before me, the subscriber a Notary Public
of the State of Maryland, in and for said City
of Baltimore, personally appeared Joseph M. Hisley, the Vice President of Baltimore
Federal Savings and Loan Association, holder of the Mortgage

~~deponent~~ in the above entitled cause, and made oath that the foregoing is a just and true state-
ment of the amount of the mortgage claim under the mortgage filed in the said cause now remaining
due and unpaid.

WITNESS my hand and Notarial seal.

Clara M. Lin - Notary Public

1956 SEP 13 AM 9:18

LIBER 105 PAGE 171

No. 11,835 Equity
210827



227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland,
as Principal
and **NEW AMSTERDAM CASUALTY COMPANY**, a corporation, organized and existing under and by virtue
of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety,
are held and firmly bound unto the State of Maryland in the full and just sum of THIRTY-NINE THOUSAND AND 00/100 (\$39,000.00) Dollars,
to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we
bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally,
firmly by these presents.

Sealed with our seals, and dated this 10th
day of September in the year nineteen hundred and fifty-six

Whereas, the above bounden Walter S. Calwell - Attorney Named in Mortgage

by virtue of the power contained in a Mortgage from All States Corporation to
Baltimore Federal Savings & Loan Association

bearing date the 27th day of January nineteen hundred and fifty-three
and recorded among the Land Records of Anne Arundel County, in Liber J.H.H.
No. 738, Folio 254, and he

Revell Highway - Anne Arundel County, Md.
is about to sell the land and premises described in said Mortgage/default having been made in the payment of
the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden

Walter S. Calwell

es
do and shall well and truly and faithfully perform the trust reposed in him under the
Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity
in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void,
otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Walter S. Calwell (Seal)
Walter S. Calwell (Seal)

Clara M. Link

Attest:

Alvin E. Leroy
Assistant Secretary

NEW AMSTERDAM CASUALTY COMPANY

G. Lee Burgess
By G. Lee Burgess
Vice-President

FILED

1956 SEP 13 AM 9:18

approved this 23rd Sept., 1956
George T. Cromwell, Clerk

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

ALL STATES CORPORATION

: IN THE CIRCUIT COURT
:
: FOR
:
: ANNE ARUNDEL COUNTY
:
: (In Equity)

11,835

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated January 27th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 738 folio 254 to Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows:-

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 13th day of September, 1956 at two o'clock P.M. (E.D.T.) attend on the premises and then and there sold the fee simple properties situate, lying and being in Anne Arundel County

all those three parcels of land lying and being in the Third Election District of Anne Arundel County on or near Revell Highway, also known as Blue Star Highway, described in the aforementioned Mortgage and individually described in the attached advertisement and shown on the plat accompanying said ad.

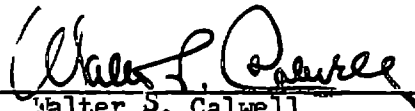
BY TERMS OF SALE, a cash deposit of ten per cent was required of the purchaser on the purchase price of each of said lots or the entire purchase price as the case may be at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

FILED

1956 SEP 25 AM 9:11

8

The property was sold as individual lots, as described, to The Bedford Holding Company, the first lot thereof, lot No. 1 on the plat attached, at and for the sum of Two Thousand (\$2,000.00) Dollars; the second lot thereof, lot No. 2 on the plat attached, at and for the sum of Twelve Thousand (\$12,000.00) Dollars and the third lot thereof, lot No. 3 on the plat attached, at and for the sum of Seventy-five Thousand (\$75,000.00) Dollars, all in fee simple, said purchaser being then and there the highest bidder.



Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 21st day of September, 1956 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.



Clara M. Link - Notary Public



30—MARYLAND GAZETTE, Glen Burnie, Md., Thurs., Aug., 30, 1956

CALLAHAN AND CALWELL
SOLICITORS
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

of

**VALUABLE IMPROVED AND UNIMPROVED LAND
ZONED HEAVY COMMERCIAL
SITUATE IN ANNE ARUNDEL COUNTY
FRONTING APPROXIMATELY 800 FEET ON
UNLIMITED SERVICE ROAD, PARALLEL TO BLUE
STAR MEMORIAL HIGHWAY ROUTE 50,
CONNECTING ALTERNATE 301; AND ALSO ON
COUNTY ROAD, KNOWN AS BLACK BOTTOM
ROAD**

Under and by virtue of the power and authority contained in a Mortgage from All States Corporation in Baltimore Federal Savings and Loan Association, dated January 27th, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 738, folio 254 (default having occurred thereunder) the undersigned, Attorney, will sell at Public auction on the premises on

**THURSDAY, SEPTEMBER 13th, 1956
AT 2 O'CLOCK P. M.
(Daylight Savings Time)**

comprising three fee simple contiguous parcels of ground, described as follows:

Beginning for the first at a point on the southwesternmost side of the County Road, Black Bottom Road, 50 feet wide; said point marks the end of the third or North 49 degrees 55 minutes 30 seconds West 137.91 foot line described in tract no. 2 of that conveyance from All States Corp., Baltimore Federal Savings and Loan Association, Mortgagee, to the County Commissioners of Anne Arundel County by deed dated July 1, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 640, folio 250. Thence from the point of beginning so fixed binding on said southwesternmost side of Black Bottom Road, and binding on part of said third line reversely, South 49 degrees 55 minutes 30 seconds East 14.35 feet; thence leaving said Black Bottom Road and said conveyance to the County Commissioners, and with a line of division, previously made, South 22 degrees 30 minutes 50 seconds West 127.06 feet to intersect the southwesternmost outline of that conveyance from James G. Anderson, and wife, to Carl S. Thomas, and wife, by deed dated March 3, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 300, folio 448; thence binding on the outline of said conveyance to Thomas, with meridian corrected, North 55 degrees 19 minutes 50 seconds West 233.71 feet to intersect the center line of the County Road leading to St. Margaret's; thence still binding on the outline of said conveyance to Thomas, as now surveyed, and with the center line of said County Road, the following two courses and distances: North 30 degrees 00 minutes 00 seconds East 112.29 feet, and North 24 degrees 25 minutes 00 seconds East 121.62 feet to intersect the prolongation of the center line of the aforementioned Black Bottom Road; thence leaving said County Road, leading to St. Margaret's, and with the said prolongation, reversely, South 34 degrees 39 minutes 09 seconds East 35.50 feet to intersect the sixth line of the aforementioned tract no. 2; thence binding on part of said sixth line, reversely, South 55 degrees 20 minutes 51 seconds West 25.00 feet to the beginning thereof; thence continuing along said outline reversely, South 34 degrees 39 minutes 09 seconds East 102.63 feet to a point of tangency; thence still along said outline reversely, along a regular curve to the left, having a radius of 343.50 feet, a distance of 91.56 feet to the point of beginning.

Containing 0.809 of an acre of land, more or less, within the bounds of this description, according to a survey and plat, made by James D. Hicks, County Surveyor, in July 1956; saving and excepting thereout the following described property:

Beginning for the same at a point in the sixth or North 31 degree 50 minutes East 130.5 foot line described in that conveyance from James G. Anderson and Wife to Carl S. Thomas and Wife by deed dated March 3, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 300, folio 448; said point being located North 24 degrees 25 minutes 00 seconds East 92.48 feet measured along said sixth line from the beginning thereof. Thence from the point of beginning so fixed, binding on part of said sixth line, with meridian corrected, and binding on the center line of the County Road leading to St. Margaret's, North 24 degrees 25 minutes 00 seconds East 29.14 feet to intersect the prolongation of the center line of Black Bottom Road; thence leaving said sixth line and said center line and with said prolongation, reversely, South 34 degrees 39 minutes 09 seconds East 35.50 feet to intersect the sixth line of Tract No. 2 described in that conveyance from All States Corporation, Baltimore Federal Savings and Loan Association, Mortgagee, to the County Commissioners of Anne Arundel County by deed dated July 1, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 640, folio 250; thence binding on part of said sixth line, reversely, of said Tract No. 2, South 55 degrees 20 minutes 51 seconds West 25.00 feet to the beginning thereof; thence with the prolongation of the fifth line of said Tract No. 2, North 34 degrees 39 minutes 09 seconds West 20.52 feet to the point of beginning.

Containing 0.0160 of an acre of land, more or less, within the bounds of this description.

Beginning for the second at a point which marks the northernmost corner of that conveyance from All States Corporation to Bertram E. Spriggs and wife, by deed dated July 2, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 840, folio 242. Thence from the point of beginning so fixed blinding on part of the northwesternmost outline, reversely, of said conveyance to Spriggs, South 53 degrees 26 minutes 50 seconds West 214.30 feet to intersect the ninth or South 49 degree 55 minute 30 seconds East 137.01 foot line described in Tract No. 2, of that conveyance from All States Corp., Baltimore Federal Savings and Loan Association, Mortgage, to the County Commissioners of Anne Arundel County, by deed dated July 1, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 840, folio 250; thence leaving said conveyance to Spriggs and blinding on the outline, reversely, of said conveyance to the County Commissioners, North 49 degrees 55 minutes 30 seconds West 77.21 feet to a point of tangency; thence along a regular curve to the right, having a radius of 293.50 feet, a distance of 78.23 feet to a point of curve; thence along a tangent North 34 degrees 39 minutes 09 seconds West 102.85 feet; thence South 55 degrees 20 minutes 51 seconds West 25.00 feet; thence leaving said conveyance to the County Commissioners and blinding on the prolongation of the center line of Black Bottom Road North 34 degrees 39 minutes 09 seconds West 35.50 feet to intersect the sixth or North 31 degree 50 minute East 130.5 foot line described in that conveyance from James G. Anderson and Wife to Carl S. Thomas and Wife by deed dated March 3, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 300, folio 448; thence blinding on the center line of the County Road leading to St. Margaret's and blinding on the outline of said conveyance to Thomas, with meridian corrected, the following three courses and distances: North 24 degrees 25 minutes 00 seconds East 8.88 feet; thence North 12 degrees 36 minutes 00 seconds East 194.80 feet and thence North 37 degrees 32 minutes 00 seconds East 10.24 feet; said point also marks the beginning of the third or North 45 degree 00 minute 50 seconds East 234.70 foot line described in Parcel No. 1 of that conveyance from J. Donaldson Parr and Wife to All States Corporation by deed dated April 7, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 571, folio 514; thence leaving the outline of said conveyance to Thomas, and still blinding on said center line, and blinding on part of said third line, with meridian corrected, North 33 degrees 25 minutes 30 seconds East 113.59 feet to intersect the prolongation, reversely, of the northernmost outline of the aforementioned conveyance to Bertram E. Spriggs and Wife; thence leaving said center line, and said third line, and blinding on said prolongation reversely, for a line of division, now made, South 34 degrees 44 minutes 30 seconds East 435.71 feet to the point of beginning.

Containing 2.24 acres of land, more or less, within the bounds of this description, according to a survey and plat made by James D. Hicks, County Surveyor, in July 1946; saving and excepting thereout the following described property:

Beginning for the same at a point in the sixth or North 31 degree 50 minute East 130.5 foot line described in that conveyance from James G. Anderson and Wife to Carl S. Thomas and Wife, by deed dated March 3, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 300, folio 448; said point being located North 24 degrees 25 minutes 00 seconds East 121.62 feet measured along said sixth line from the beginning thereof. Thence from the point of beginning so fixed, blinding on part of said sixth line, with meridian corrected, and blinding on the center line of the County Road leading to St. Margaret's, North 24 degrees 25 minutes 00 seconds East 8.88 feet to the end thereof; thence blinding on part of the seventh line, with meridian corrected, of said conveyance to Thomas, and still blinding on said center line, North 12 degrees 36 minutes 00 seconds East 23.08 feet to intersect the prolongation, reversely, of the seventh line of Tract No. 2, described in that conveyance from All States Corporation, Baltimore Federal Savings and Loan Association, Mortgage, to the County Commissioners of Anne Arundel County, by deed dated July 1, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 840, folio 250; thence leaving said conveyance to Thomas and said center line and blinding on said prolongation, reversely, South 34 degrees 39 minutes 09 seconds East 86.13 feet to the end of the sixth line of said Tract No. 2, thence blinding on part of said sixth line, reversely, South 55 degrees 20 minutes 51 seconds West 25.00 feet; thence leaving said sixth line and blinding on the prolongation of the center line of Black Bottom Road, North 34 degrees 39 minutes 09 seconds West 35.50 feet to the point of beginning.

Containing 0.0257 of an acre of land, more or less, within the bounds of this description.

Beginning for the third at a point which marks the beginning of the second or North 31 degree 25 minute 30 second West 783.68 foot line described in that conveyance from DeSates Corp., to Harkins and Harkins of Annapolis, Incorporated, by deed dated September 14, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 968, folio 11; said point is also in the westernmost outline of Tract No. 11 described in that convey-

ance from All States Corp. Baltimore Federal Savings and Loan Association, Mortgagee, to the County Commissioners of Anne Arundel County by deed dated July 1, 1934 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 840; folio 250. Thence from the point of beginning so fixed leaving said conveyance to Harkins and Harkins of Annapolis, Inc., and binding on part of said westernmost outline, reversely, South 88 degrees 34 minutes 30 seconds West 555.73 feet to a point of tangency; thence along a regular curve to the left, having a radius of 593.0 feet, a distance of 191.11 feet to a point of reverse curvature; thence along a regular curve to the right, having a radius of 553.0 feet, a distance of 41.81 feet to intersect the northernmost outline of that conveyance from All States Corporation to Bert-ram E. Spriggs and Wife by deed dated July 2, 1934 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 840, folio 242; thence leaving said conveyance to the County Commissioners of Anne Arundel County and binding on part of said northeasternmost outline, reversely, North 34 degrees 44 minutes 30 seconds West 179.33 feet to the northernmost corner of said conveyance to Spriggs; thence leaving said conveyance to Spriggs and with the prolongation, reversely, of said northeasternmost outline, North 34 degrees 44 minutes 30 seconds West 455.71 feet to intersect the third or North 46 degree 00 minute 50 second East 234.70 foot line described in the First Parcel of that conveyance from J. Donaldson Parr and Wife to All States Corp. by deed dated April 7, 1930 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 571, folio 314; said point is in the center line of the County Road leading to St. Margaret's; thence binding on said center line and binding on the outlines of said Parcel No. 1, with meridian corrected, the following four courses and distances: North 38 degrees 35 minutes 30 seconds East 121.11 feet; thence North 31 degrees 06 minutes 50 seconds East 275.83 feet; thence North 41 degrees 50 minutes 00 seconds East 207.54 feet; thence North 56 degrees 50 minutes 40 seconds East 94.91 feet; said point marks the beginning of the second or South 88 degree 40 minute 10 second East 98.25 foot line described in Parcel 2 of that conveyance from J. Donaldson Parr and Wife to All States Corp., Aforesaid; thence still binding on said center line and binding on the outlines of Parcel No. 2, with meridian corrected, the following two courses and distances: North 88 degrees 48 minutes 50 seconds East 98.25 feet; thence South 85 degrees, 28 minutes, 30 seconds East 27.05 feet to intersect the prolongation of the aforementioned second or North 31 degree 25 minute 30 second West 763.08 foot line; thence leaving said center line and said outline and binding on said prolongation and said second line, reversely, South 31 degrees 25 minutes 30 seconds East 782.24 feet to the point of beginning.

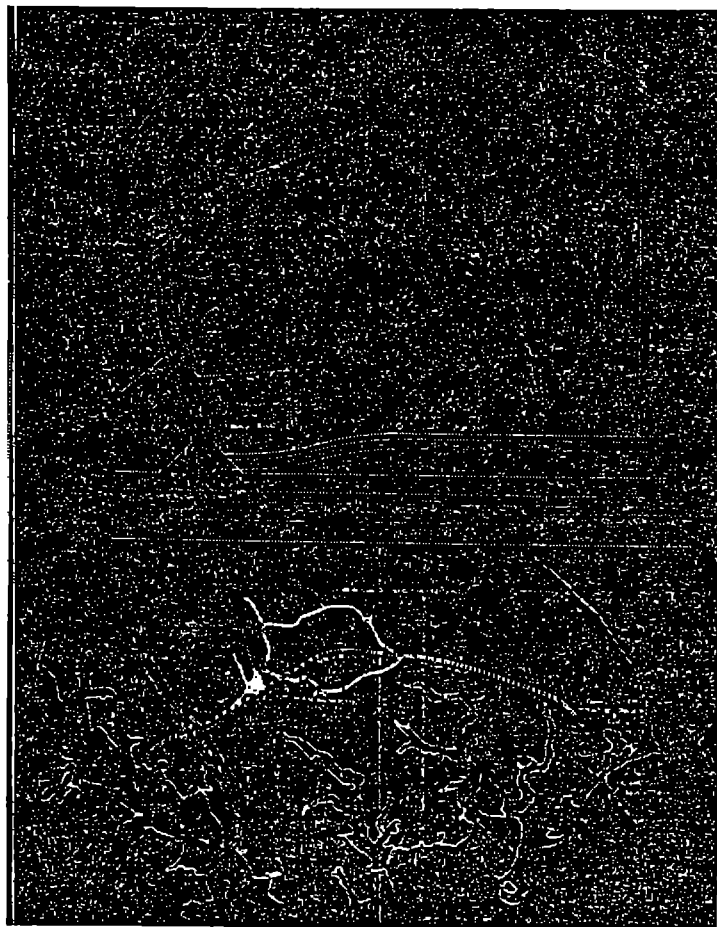
Containing 13.0 acres of land, more or less, within the bounds of this description, according to a survey and plat made by James D. Hicks, County Surveyor, in July 1930.

Subject however to that portion of the County Road lying immediately easterly and contiguous with the 6th, 7th, 8th, 9th, 10th and 11th lines of the parcel of land hereinabove described.

Parcel two above described is improved by a one story frame bungalow containing a large living room with fire place, dinette, kitchen, 2 bedrooms and tile bath, random width oak floors, hot water oil fired heat.

Parcels one and three above described are unimproved.

It is to be particularly noted and of interest that the Service Road of Blue Star Memorial Highway only known road with commercial property, servicing three main highways over same road bed. These properties have unlimited possibilities and are adjacent to largest Howard Johnson Restaurant and Motel, between New York and Florida. Present traffic count 10,000 daily, anticipated count to double upon completion of Dual Highway from Jersey Turnpike to Washington.



NOTE: The Revell Highway shown in the above out is now Blue Star Memorial Highway and is the Highway that connects with the Chesapeake Bay Bridge.

TERMS OF SALE—The above properties will first be offered separately, and the bid reserved, then offered as an entirety and sold in the manner producing the greatest amount. A cash deposit of ten (10) per cent will be required of the purchaser at the time and place of sale, balance of the purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from the date of sale to day of settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

ALL STATES CORPORATION

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,835 Equity

Ordered, this 25th day of September, 1956. That the sale of the Property in these Proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage
XXXXXX

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of October next.

The report states that the amount of sales were \$ 89,000.00

Filed 1956 SEP 25 AM 9:11

Benjamin M. Nicholson Clerk.

True Copy.

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

ALL STATES CORPORATION

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 31st day of October, 1956, that the sale made and reported by the *Attorney* ~~Attorney~~ aforesaid, be and the same *is* ~~is~~ hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the *Attorney* ~~Attorney~~ allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1956 NOV -1 PM 12:15

Benjamin M. Nicholson
Judge.



227 ST. PAUL STREET
BALTIMORE, MD

210827
ADDITIONAL BOND

60 JOHN STREET
NEW YORK, N. Y.

✓
No. 11835 Equity

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland,
..... as Principal
and **NEW AMSTERDAM CASUALTY COMPANY**, a corporation, organized and existing under and by virtue
of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety,
are held and firmly bound unto the State of Maryland in the full and just sum of.....
FIFTY THOUSAND AND 00/100 (\$50,000.00)..... Dollars,
to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we
bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally,
firmly by these presents.

Sealed with our seals, and dated this 25th.....
day of September..... in the year nineteen hundred and fifty-six.....

Whereas, the above bounden Walter S. Calwell - Attorney Named in Mortgage
.....
by virtue of the power contained in a Mortgage from All States Corporation to the
Baltimore Federal Savings & Loan Association
bearing date the 27th..... day of JANUARY..... nineteen hundred and fifty-three
and recorded among the Land..... Records of ANNE ARUNDEL..... County, in Liber J.H.H.
No. 738....., Folio 254....., and he.....

.....
is about to sell the land and premises described in said Mortgage/default having been made in the payment of
the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden.....

Walter S. Calwell - Attorney Named in Mortgage
.....
do and shall well and truly and faithfully perform the trust reposed in..... him..... under the
Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity
in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void,
otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Walter S. Calwell (Seal)
..... (Seal)

Attest: J. B. Davis, Jr...... (Seal)
Clara M. Link
.....

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess
FILED Vice-President G. Lee Burgess

Bond approved this 28th
day of September 1956

George J. Cromwell, Clerk 1956 SEP 28 AM 9:29

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order NisiIN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

No. 11,835 Equity

WALTER S. CALWELL, Attorney
Named in Mortgage

Vs.

ALL STATES CORPORATION

Ordered, this 25th day of September, 1956, That the sale of the Property to these Proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named to Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once to each of three successive weeks before the 20th day of October next.

The report states that the amounts of sales were \$80,000.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

O-18

CERTIFICATE OF PUBLICATIONAnnapolis, Md., October 31, 1956

We hereby certify, that the annexed

Order Nisi Sale
Eq. 11,835

All States Corporation

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4

successive weeks before the 29thday of October, 1956. The firstinsertion being made the 27th day of

September, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

FILEDNo. M.G. 5782 1956 OCT 31 PM 3:12

By

H. Tilghman

12

Walter S. Calwell,
Attorney named in Mortgage
VS.
All States Corporation

No. 11,835 Equity

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

July 8, 1957.

All of which is respectfully submitted.

Laura K. Dickling
Auditor.

Filed 9 July, 1957, at 3:15 P.M. . 13

Dr.

in ac.

Walter S. Calwell, Attorney named in Mortgage vs.
All States Corporation

To Attorney for Fee, viz:	500	00		
To Attorney for Commissions, viz:	1,706	64	2,206	64
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	33	25		
Auditor - stating this account	18	00	61	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	331	26		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Journal (Wilmington, Del.)-advertising sale	44	50		
Philadelphia Inquirer - advertising sale	93	15		
Washington Post - advertising sale	79	98		
Glen Burnie Star - advertising sale	22	00		
Evening Capital - advertising sale	82	50		
Baltimore Sun - advertising sale	258	30		
The Daily Record - advertising sale	389	08		
Special advertising sign	115	50		
New Amsterdam Casualty Co. - bond premiums	356	00		
E. T. Newell & Co. - auctioneer's fee	75	00		
Hone Owners Insurance Agency - vacancy permit	9	60		
One-half Federal documentary stamps	48	95		
One-half State documentary stamps	48	95		
Clara M. Link - notary fees	1	25	1,970	02
To Baltimore Federal Savings & Loan Ass'n, mortgagee - in full for mortgage claim filed	37,834	10	37,834	10
To All States Corporation, mortgagor - this balance	50,601	06	50,601	06
			92,673	07

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1956

Sept.

13

Proceeds of Sale:

Lot No. 1

Lot No. 2

Lot No. 3

2,000 00

12,000 00

75,000 00

Interest on deferred payment to

5/20/57

3,664 04

92,664 04

Refund 1956 State and County taxes-

3 months 18 days

9 03

9 03

92,673 07

ORDER NISI

LIBER 105 PAGE 183

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Walter S. Calwell,
Attorney named in Mortgage
VERSUS

All States Corporation

No. 11,835

Equity.

ORDERED, This 9 day of July, 1957, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12
day of August next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
12 day of August next.

In the Circuit Court for Anne Arundel County

Filed 9 July, 1957, at 3:15 P.M.
George T. Brownell, Clerk

ORDERED BY THE COURT, this 13th day of August, 1957, that the
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown, and that the ~~Prothonotary~~ apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

Benjamin Michaelson
Judge

FILED

1957 AUG 13 PM 3:20

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Legal Notice**Order NISI**

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL
COUNTY
No. 1155 Equity
WALTER S. CALWELL, Attorney
named in Mortgage

Vs.

ALL STATES CORPORATION

Ordered, this 9th day of July, 1957, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE SATISFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of August next.
GEORGE T. CRONWELL, Clerk.
True Copy, TEST:
GEORGE T. CRONWELL, Clerk.
JY-26

CERTIFICATE OF PUBLICATIONAnnapolis, Md., July 29, 1957

We hereby certify, that the annexed

Order Nisi - Eq. 11. 835Auditor accountAll States Corporation

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once ^{Time} a week for 1

successive ^{Time} weeks before the 12th

day of August, 1957. The first
insertion being made the 11th day of

July, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman**FILED**

No. 1957. JUL 31 AM 10:17

17

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION**Order NISI**IN THE CIRCUIT COURT
FOR ANNE ARUNDEL
COUNTYNo. 11,835 Equity
WALTER S. CALWELL, Attorney
named in Mortgage

Vs.

ALL STATES CORPORATION

Ordered, this 9th day of July, 1957, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of August next.

GEORGE T. CROMWELL, Clerk.
True Copy, TEST:

GEORGE T. CROMWELL, Clerk.
JY-25

Annapolis, Md., July 25, 1957

We hereby certify, that the annexed

Order Nisi, E.g. 11,835
Auditor account

All States Corporation

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 2successive weeks before the 12thday of August, 1957. The firstinsertion being made the 18th day of

July, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman

FILED

No. 1957-2847 JUL 31 AM 10:17

18

Irving H. Mezger, Attorney

*

IN THE CIRCUIT COURT

named in Mortgage

*

FOR

vs.

*

ANNE ARUNDEL COUNTY

Alvin V. Acree and

*

Margaret E. Acree, his wife.


*

Equity No. 11,602.

* * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above
entitled cause, and oblige.



Irving H. Mezger
Attorney named in Mortgage

THIS MORTGAGE, Made this *16th* day of February --, in the year one thousand nine hundred and fifty-four-, between ALVIN VERNON ACREE and MARGARET

ELEANOR ACREE, his wife - - - -, of the County of Anne Arundel-, in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Six Thousand (\$6000.00) - - - - - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Sixty-Seven (\$67.00) Dollars - - - - - commencing on the first - - - - day of March --, 1954, and on the first - - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors

do grant, convey and assign unto the said mortgagee, its successors and assigns, all that Western ~~half of Lot No. One Hundred Fifty-Eight (158), Greenland Beach, Third Election District, Anne Arundel County,~~

Maryland - - - - -, and described as follows:

BEGINNING for the same at an iron pipe set on the East side of Greenland Road; where the division line between Lots Nos. One Hundred Fifty-Eight (158) and One Hundred Fifty-Seven (157) intersects the said road; and running from thence and with said Greenland Road, North Six (6) degrees Forty-Three (43) minutes West Thirty-One and Seventy-Two One-Hundredths (31.72) feet to a pipe; thence with the division line between Lots Nos. One Hundred Fifty-Eight (158) and One Hundred Fifty-Nine (159), North Fifty-Nine (59) degrees Thirty-Two (32) minutes East One Hundred Twelve and Seventy-Eight One-Hundredths (112.78) feet; thence crossing Lot No. One Hundred Fifty-Eight (158), South Thirty (30) degrees Twenty-Eight (28) minutes East Fifty (50) feet to a pipe set in the division line between Lots Nos. One Hundred Fifty-Eight (158) and One Hundred Fifty-Seven (157); thence with said division line South Fifty-Nine (59) degrees Thirty-Two (32) minutes West Thirty-Eight (38) feet; and South Seventy-Three (73) degrees West Ninety and Four One-Hundredths (90.04) feet to the place of beginning. BEING the Western half of Lot No. One Hundred Fifty Eight (158), Greenland Beach, as shown on a plat of Greenland Beach recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod E, Plat 1, and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in October 1949, and also being a part of the same property conveyed to Ella E. Yearsley by Frank T. Mace and Cora A. Mace, his wife, by deed dated July 16th, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 238,



Filed: 19 Dec 1954

folio 382, on July 18th, 1941.

BEING the same lot of ground which by deed dated October 8th, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 541, folio 505, was granted and conveyed by Charles Thomas Yearsley, Sr. and Ella Elizabeth Yearsley, his wife, to the said mortgagors.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, subject to restrictions of record.

PROVIDED, however, if the said mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suc-

cessors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly

on or before the first - - - - - day of each and every month the sum of Twelve (\$12.00) Dollars - - - - - for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the here mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagor (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice; (8) that after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defend itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, their duly constituted Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a decree or under the above power of

sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty (\$50.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

The said mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said mortgagors.

Witness:

Jane E. Bruce
Jane E. Bruce

Alvin Vernon Acree (SEAL)
Alvin Vernon Acree

Margaret Eleanor Acree (SEAL)
Margaret Eleanor Acree

(SEAL)

LIBER 813 PAGE 401 (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 16th day of February -, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Alvin Vernon Acree and Margaret Eleanor Acree, his wife - - - - -

known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the foregoing mortgage to be their act. At the same time also appeared John P. Helmer - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Jane E. Bruce
Jane E. Bruce

Notary Public

My Commission Expires May 2nd, 1955.

LIBER 105 PAGE 191
M O R T G A G E

From:

Alvin Vernon Acree
and
Margaret Eleanor Acree,
his wife

To:

Arundel Federal Savings
and Loan Association of
Baltimore City

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

*Received for Record 13 Days
of 1934. 1st 4th 3 A Day
and the same is paid to the
of it by 8/13 1934. 1st 4th
Arundel Federal Savings and Loan Association*
JOHN H. HOPKINS, 3rd *Chas.*

ed.

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (4TH FLOOR)
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND

FILED

Irving H. Mezger, Attorney	*	IN THE
named in Mortgage	*	CIRCUIT COURT
vs.	*	OF
Alvin V. Acree and Margaret	*	ANNE ARUNDEL COUNTY
E. Acree, his wife.	*	Equity No. 11,602

STATEMENT OF MORTGAGE DEBT

Original amount of Mortgage		\$ 6,000.00
Less - Total amount paid on account of Principal	\$476.99	
Less - Credit Expense Account	<u>68.25</u>	<u>545.24</u>
Net Balance		5,454.76
Plus accumulated interest to February 29th, 1956 (with interest thereafter at rate of 6% per annum)		<u>83.28</u>
Total amount of Mortgage Indebtedness		\$5,538.04

Arundel Federal Savings and Loan
Association of Baltimore City

By: Henry C. Bourke, Jr.
Henry C. Bourke, Jr., Treasurer

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 16th day of January, one thousand nine hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Henry C. Bourke, Jr., Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City, and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim due under the mortgage filed in said cause now remaining unpaid.

AS WITNESS my hand and Notarial Seal.

E. Jane Rusinek
E. Jane Rusinek Notary Public

My Commission Expires May 6th, 1957.

Irving H. Mezger, Attorney.....

named in Mortgage.....

vs.

Alvin V. Acree and Margaret.....

E. Acree, his wife.....

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

Equity No. 11,602
~~Docket~~ ~~Vol~~

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President of the Arundel Federal Savings and Loan Association of Baltimore City.....

and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

- (1) said defendant is not in the military service of the United States,
- (2) said defendant is not in the military service of any nation allied with the United States,
- (3) said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,
- (4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

ARUNDEL FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE CITY

By: *John P. Helmer*
John P. Helmer Affiant.
President

Subscribed and sworn to before
me this 16th day of January, 19 56.

E. Jane Rusinek
E. Jane Rusinek Notary Public

My Commission Expires May 6th, 1957.

JAN 17 1956

Filed _____

Know all Men by these Presents:

THAT WE Irving H. Mezger,
4th Floor Park Avenue Building, Park Avenue and Saratoga Street,
of Baltimore 1, Maryland

and the **MARYLAND CASUALTY COMPANY**, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum
Six Thousand and 00/100 (\$ 6,000.00) Dollars,

to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 12th day of January in the year of our Lord nineteen hundred and fifty-six

WHEREAS, the above bounden Irving H. Mezger
 by virtue of a power contained in mortgage from Alvin V. Acree and Margaret E. Acree, his wife
 to Arundel Federal Savings & Loan Association of Baltimore City

dated February 16, 1954 and recorded in Liber JHH
 No. 813 folio 397 etc., one of the Land Record Books of Anne Arundel
County, Maryland is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said Irving H. Mezger

is about to execute the power vested in him in said mortgage;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered }
 in the presence of }

Elaine E. Seeger
 Elaine E. Seeger

Irving H. Mezger [SEAL]
 Irving H. Mezger

[SEAL]

MARYLAND CASUALTY COMPANY

By Joseph F. Howell
 Joseph F. Howell - Attorney-in-Fact

ATTEST:

L. Pill

Bond approved this 17 Jan 1956.
George J. Cromwell, Clerk

Filed JAN 17 1956

Irving H. Mezger, Attorney

*

IN THE CIRCUIT COURT

named in Mortgage

*

FOR

vs.

*

ANNE ARUNDEL COUNTY

Alvin V. Acree and

*

Equity No. 11,602

Margaret E. Acree, his wife.

*

* * * * *

CERTIFICATION

We hereby certify, that on the 20th day of January, 1956, we sold at public auction for the highest price obtainable to Walter C. Thomas & Irma Pauline E. Thomas, his wife, C. Thomas, his wife, and Edgar L. Thomas and/ the property described as follows:

ALL THAT WESTERN HALF OF LOT No. One Hundred Fifty-Eight (158), Greenland Beach, Third Election District, Anne Arundel County, Maryland, and described as follows: BEGINNING for the same at an iron pipe set on the East side of Greenland Road where the division line between Lots Nos. One Hundred Fifty-Eight (158) and One Hundred Fifty-Seven (157) intersects the said road; and running from thence and with said Greenland Road, North Six (6) degrees Forty-three (43) minutes West Thirty-one and Seventy-Two One-Hundredths (31.72) feet to a pipe; thence with the division line between Lots Nos. One Hundred Fifty-Eight (158) and One Hundred Fifty-Nine (159), North Fifty-Nine (59) degrees Thirty-Two (32) minutes East One Hundred Twelve and Seventy-Eight One Hundredths (112.78) feet; thence crossing Lot No. One Hundred Fifty-Eight (158), South Thirty (30) degrees Twenty-Eight (28) minutes East Fifty (50) feet to a pipe set in the division line between Lots Nos. One Hundred Fifty-Eight (158) and One Hundred Fifty-Seven (157); thence with said division line South Fifty-Nine (59) degrees Thirty-two (32) minutes West Thirty-Eight (38) feet; and South Seventy-Three (73) degrees West Ninety and Four One-Hundredths (90.04) feet to the place of beginning. BEING the western half of Lot No. One Hundred Fifty-Eight (158), Greenland Beach, as shown on a plat of Greenland Beach recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod E, Plat 1, and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in October 1949, and also being a part of the same property conveyed to Ella E. Yearsley by Frank T. Mace and Cora A. Mace, his wife, by deed dated July 16th, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 238, folio 382, on July 18th, 1941.

at and for the price of Seventy-Seven Hundred (\$7700.00) Dollars/

In Testimony Whereof, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by John M. Miller, - - its - - - President.

E. T. Newell & Co., Inc., Auctioneers

By:

John M. Miller

President

I/We hereby certify that I/we purchased the above described property at and for the price of \$7700.00.

Walter C. Thomas

Irma C. Thomas

Edgar L. Thomas

Pauline E. Thomas

Irving H. Mezger, Attorney

*

named in Mortgage

*

IN THE CIRCUIT COURT

vs.

*

FOR

Alvin V. Acree and Margaret

*

ANNE ARUNDEL COUNTY

E. Acree, his wife.

*

Equity No. 11,602

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Irving H. Mezger, Attorney named in Mortgage, of the mortgage from Alvin V. Acree and Margaret E. Acree, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee simple property therein described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette," a newspaper published in Anne Arundel County, Maryland, said Irving H. Mezger, Attorney named in Mortgage, did, pursuant of said notice, on Friday, January 20th, 1956 at 3:00 o'clock p.m. attend on the premises and then and there sold at public auction, all that lot of ground located in the Third Election District of Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to Walter C. Thomas and Irma C. Thomas, his wife; Edgar L. Thomas and Pauline E. Thomas, his wife, who were then and there the highest bidders at and for the sum of Seventy-Seven Hundred (\$7700.00) Dollars, deposit of Seven Hundred Fifty (\$750.00) Dollars having been made at the time of sale, the balance of the purchase price with interest at the rate of Six per cent (6%) per annum to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

Irving H. Mezger

 Irving H. Mezger, Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

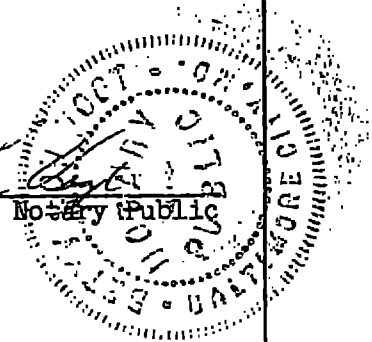
I HEREBY CERTIFY, That on this 23rd day of January, in the year 1956, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the city aforesaid, personally appeared Irving H. Mezger, Attorney named in

Mortgage, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.


Betty Lou Vogt

Notary Public



My Commission Expires May 6th, 1957.

LIBER 105 PAGE 198
ORDER NISI

Irving H. Mezger,
Attorney named in Mortgage

versus

Alvin V. Acree and
Margaret E. Acree, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,602

Equity

Ordered, this 24 day of January, 19 56, That the sale of the
Property in these Proceedings mentioned,
made and reported by Irving H. Mezger, Attorney named in Mortgage,
~~XXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27
day of February next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 27
day of February next.

The report states that the amount of sale ~~was~~ ^{was} \$ 7,700.00.

True Copy,

George T. Cromwell, Clerk.

TEST: Clerk.

(Final Order)

Filed JAN 24 1956

Irving H. Mezger,
Attorney named in Mortgage

versus

Alvin V. Acree and
Margaret E. Acree, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 29th day of February, 1956,
that the sale made and reported by the ~~Attorney~~ ^{Attorney} aforesaid, be and the same ~~is~~ ^{is} hereby Ratified and Confirmed,
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order
Nisi, passed in said cause; and the ~~Attorney~~ ^{Attorney} allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

Benjamin Nicholas
Judge.

Filed FEB 29 1956

Know all Men by these Presents:

THAT WE Irving H. Mezger

of 200 W. Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Seven Hundred and 00/100 - - - - - (\$1,700.00) - Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 12th day of January in the year of our Lord nineteen hundred and fifty-six

WHEREAS, the above bounden Irving H. Mezger by virtue of a power contained in mortgage from Alvin V. Acree and Margaret E. Acree, his wife to Arundel Federal Savings and Loan Association

dated February 16, 1954 and recorded in Liber JHH No. 813 folio 397 etc., one of the Land Record Books of Anne Arundel County, Maryland is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said Irving H. Mezger is about to execute the power vested in him in said mortgage;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of

Elaine E. Seeger
Elaine E. Seeger

Irving H. Mezger [SEAL]

MARYLAND CASUALTY COMPANY

By Joseph F. Howell, Attorney-in-Fact [SEAL]

ATTEST:

D. V. Kammerer
D. V. Kammerer

Approved this 27 Jan,
George T. Cromwell, Clerk.

Filed JAN 27 1956

IRVING H. MEZGER,	:	IN THE
Attorney Named in Mortgage,	:	
vs.	:	CIRCUIT COURT
	:	
	:	FOR
ALVIN V. ACREE and	:	
MARGARET E. ACREE, his wife	:	ANNE ARUNDEL COUNTY
	:	
	:	EQUITY NO. 11,602

.....

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of James W. Blackhurst, Assignee for the Purpose Of Foreclosure of a Mortgage dated January 21, 1955, from Alvin Vernon Acree and Margaret Eleanor Acree, his wife, to The J. F. Johnson Lumber Company and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 903, Folio 116, respectfully represents:

FIRST: That Your Petitioner is the Assignee for the purpose of foreclosure of a mortgage dated January 21, 1955, from Alvin Vernon Acree and Margaret Eleanor Acree, his wife, to The J. F. Johnson Lumber Company and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 903, Folio 116, and assigned to your Petitioner on the 31st day of January, 1956, a certified copy of which is attached hereto, and marked "Petitioner's Exhibit A".

SECOND: That the first piece of property described in aforesaid mortgage was security for a first mortgage lien for which said property was sold in these proceedings and which produced a sales price of \$7700.00 according to the Report Of Sale, filed by Irving H. Mezger, Attorney Named In Mortgage.

THIRD: That your Petitioner is presently advertising for sale as Assignee for the purpose of foreclosure the property secondly described in the mortgage referred to in Paragraph One of this Petition and upon which the Mortgagees in said mortgage have a first lien and which said foreclosure proceedings are set out in Equity No. 11,633.

FOURTH: That your Petitioner's sale will take place on March 2, 1956.

FIFTH: That the total mortgage claim filed in your Petitioner's

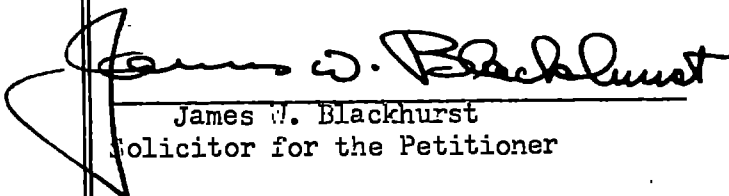
Filed FEB 24 1956

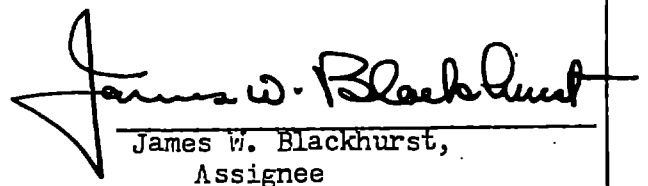
foreclosure action (i.e. Equity No. 11,633) is \$4582.48.

SIXTH: That your Petitioner represents that there will be a surplus of proceeds of sale in these proceedings conducted by Irving H. Mezger, Attorney Named In Mortgage, concerned in these proceedings, over and above the Plaintiff's claim and the expenses of sale.

Your Petitioner therefore prays that an order be passed directing the auditor allow in so far as the funds in these proceedings permit, the mortgage claim which is attached hereto, in accordance with its priority, from the proceeds of the sale in this case, and that your Petitioner be directed to credit any such funds so audited to the statement of mortgage claim filed in Equity No. 11,633.

AND AS IN DUTY BOUND, etc.


James W. Blackhurst
Solicitor for the Petitioner

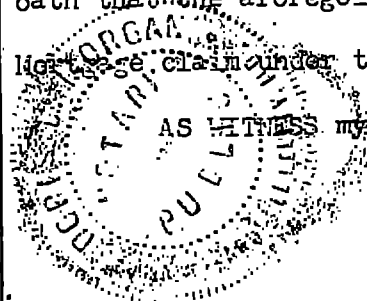

James W. Blackhurst,
Assignee



Emmanuel Klavans
Solicitor for the Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit: -

I HEREBY CERTIFY that on this 23rd day of February, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James W. Blackhurst, Assignee of the Mortgage dated January 21, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 903, Folio 116 etc. from Alvin Vernon Acree and Margaret Eleanor Acree, his wife, to The J. F. Johnson Lumber Company, a body corporate, and made oath that the foregoing is a true and just statement of the amount of the Mortgage claim under the Mortgage filed in the said cause now remaining due and unpaid. At the same time also appeared V. Larkin Dicus, Secretary-Treasurer of The J. F. Johnson Lumber Company, a body corporate, and made oath that the foregoing is a true and just statement of the amount of the Mortgage claim under the Mortgage in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.




Doris B. Morgan, Notary Public

11.60% Equity

LIBER 105 PAGE 202

STATEMENT OF SECOND MORTGAGE CLAIM

Principal amount of mortgage	\$4,323.09
Interest from 1/21/55 to 1/21/56	<u>259.39</u>
	\$4,582.48

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that on this 23rd day of February, 1956, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared James W. Blackhurst, assignee of the mortgage from Alvin Vernon Acree and Margaret Eleanor Acree, his wife, to the J. F. Johnson Lumber Company, a body corporate, dated January 21, 1955, recorded among the land records of said County in liber J.H.H. No. 903 folio 116 et seq, and he did make oath in due form of law that the above is a true and just statement of the amount of the mortgage claim under said mortgage, now due and unpaid. At the same time also appeared V. Larkin Dicus, Secretary-Treasurer of The J. F. Johnson Lumber Company, body corporate, and made oath that the above is a true and just statement of the amount of the mortgage claim under the mortgage in said cause now remaining due and unpaid, that same is justly due and owing under said second mortgage (which is first mortgage in 11,633 Equity), and no part of same has been paid or secured to be paid other than by the mortgages stated in the accompanying petition, and said sum is owing over and above all discounts. Witness my hand and notarial seal.

Emmanuel J. Dicus Notary Public

Filed FEB 24 1956

THIS MORTGAGE, Made this 21st day of January

in the year nineteen hundred and fifty-five by and between

Alvin Vernon Acree and Margaret Eleanor Acree, his wife,

Mortgagors of the Anne Arundel County

in the State of Maryland, of the first part, and

The J. F. Johnson Lumber Company, a Maryland corporation, , Mortgagee , of the second part:

Whereas, the said Mortgagors are bona fide indebted to the Mortgagee in the full and just sum of Four Thousand Three Hundred and Twenty-Three Dollars and Nine Cents (\$4,323.09) for money loaned by the Mortgagee to the Mortgagors, which sum is due and payable one (1) year after date hereof with interest thereon at the rate of six per cent (6%) per annum, principal and interest being payable at the office of the Mortgagee in Glen Burnie, Maryland.

AND it is further agreed that the said Mortgagors shall have the privilege of prepayment.

AND WHEREAS, at the time of the making of said loan, and as a condition precedent thereto, it was agreed by and between the parties hereto that the repayment of the same and of the interest thereon shall be secured by the execution hereof.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagors

do grant and convey unto the said Mortgagee, its successors

~~heirs~~ and assigns,

in fee simple, all those lots or parcels of ground situate and lying in the County

Third Election District, Anne Arundel/ aforesaid, and described as follows, to wit:—~~Beginning for~~

BEGINNING FOR THE FIRST at an iron pipe set on the east side of Greenland Road where the division line between Lots Nos. 158 and 157 intersects the said road; and running from thence and with said Greenland Road, North $06^{\circ} 43'$ West 31.72 feet to a pipe; thence with the division line between Lots Nos. 158, and 159, North $59^{\circ} 32'$ East 112.78 feet; thence crossing Lot No. 158, South $30^{\circ} 28'$ East 50 feet to a pipe set in the division line between Lots Nos. 158 and 157; thence with said division line South $59^{\circ} 32'$ West 38 feet; and South 73° West 90.04 feet to the place of beginning.

BEING the same property which was conveyed by Charles Thomas Yearsley, Sr., and Ella Elizabeth Yearsley, his wife, to the within-named Mortgagors by Deed dated October 8, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 541, Folio 505.

BEGINNING FOR THE SECOND and being all those Three (3) lots of ground known and designated as Lots Nos. 26, 27, and 28, of Section 14 of Sunset Beach as shown on a plat of Sunset

Beach filed among the Plat Records of Anne Arundel County in Plat Book F.S.R. 2, folio 27.

BEING the same property which was conveyed by Henry J. Tarantino and Hannah E. Tarantino, his wife, to the within-named Mortgagors by Deed dated November 30th, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 816, Folio 541.

Together with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, its successors ~~heirs~~ and assigns, forever.

Provided, that if the said Mortgagors, their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Four Thousand Three Hundred and Twenty-Three Dollars and Nine Cents (\$4,323.09) ~~dollars~~ and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagee, its ~~personal~~ representatives, or assign or James W. Blackhurst ly authorized Attorney or Agent

of the said Mortgagee, its personal representatives or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of. One Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its personal representatives or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its personal representatives or assigns, or James W. Blackhurst, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Four Thousand Three Hundred and Twenty-Three Dollars and Nine Cents ~~dollars~~ and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee, its executors, administrators, assigns, to the extent of the lien or claim hereunder.

Witness the hands and seals of the within-named Mortgagors

TEST:

/s/ Alvin Vernon Acree [SEAL]
Alvin Vernon Acree

/s/ Bernard R. Schulz
Bernard R. Schulz

/s/ Margaret Eleanor Acree [SEAL]
Margaret Eleanor Acree

/s/ Margaret Eleanor Acree [SEAL]

State of Maryland, ANNE ARUNDEL COUNTY

, ss:

I Hereby Certify, that on this 21st day of January in the year one thousand nine hundred and fifty-five before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Alvin Vernon Acree and Margaret Eleanor Acree, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared V. Larkin Dicus, Secretary-Treasurer of The J. F. Johnson Lumber Company, a body corporate,

and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

(NOTARIAL SEAL)

/s/ Bernard R. Schulz
Bernard R. Schulz, Notary Public

Recorded: Feb. 15, 1955 at 10.20 A. M.

January 21, 1956

LIBER 105 PAGE 206

FOR VALUE RECEIVED, we hereby assign the within Mortgage for the purpose of foreclosure to James W. Blackhurst.

WITNESS the signature of Wilmer M. Johnson, President of The J. F. Johnson Lumber Company duly attested to by V. Larkin Dicus, Secretary.
ATTEST: (CORPORATE SEAL)

s/ V. LARKIN DICUS
V. Larkin Dicus, Secretary

s/ WILMER M. JOHNSON (SEAL)
Wilmer M. Johnson

Recorded: Jan 31, 1956 at 10:45 A. M.

MORTGAGE

FROM

ALVIN VERNON ACREE and

MARGARET ELEANOR ACREE, his wife,

TO

THE J. F. JOHNSON LUMBER COMPANY
a body corporate.

BLOCK NO.

Received for Record 15 Feb, 1955,

at 10:20 o'clock A. M. Same day recorded

in Liber J. H. H. No. 903 Folio 116 &c.,

Land Records of A. A. Co.

and examined per

Clerk.

Cost of Record, \$

The Daily Record Co., Baltimore, Md.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the foregoing Mortgage and Assignment is truly taken and copied from Liber J. H. H. No. 903 Folio 83, one of the Land Record Books for Anne Arundel County.



IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 24th day of February A. D., 1956.

George T. Cromwell, Clerk.
GEORGE T. CROMWELL

IRVING H. MEZGER,	:	IN THE
Attorney Named in Mortgage,	:	CIRCUIT COURT
vs.	:	FOR
ALVIN V. ACREE and	:	ANNE ARUNDEL COUNTY
MARGARET E. ACREE, his wife	:	EQUITY NO. 11, 602

.....

O R D E R

ORDERED, this 24th day of February, 1956, by the Circuit Court for Anne Arundel County, upon the foregoing Petition, that the auditor allow in so far as the funds in these proceedings permit the Mortgage claim attached hereto, in accordance with its priority, from the proceeds of the sale in this case, and that James W. Blackhurst, Assignee for the purpose of foreclosure in Equity No. 11,633 is directed to credit any such funds so audited to the statement of Mortgage claim filed in Equity No. 11,633.

Benjamin Nicholas
Judge

Filed FEB 24 1956

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order NisiIN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,602 EquityIRVING H. MEZGER, Attorney Named
in Mortgage

Vs.

ALVIN V. ACREE And MARGARET E.
ACREE, His Wife.

Ordered, this 24th day of January, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by Irving H. Mezger, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of February, next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of February next.

The report states that the amount of sale was \$7,700.00.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

f-16

CERTIFICATE OF PUBLICATIONAnnapolis, Md., February 24, 1956

We hereby certify, that the annexed

Order Nisi SaleEq. 11,602Alvin V. Acree

was published in

Maryland Gazettea newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 7successive weeks before the 27thday of February, 1956. The firstinsertion being made the 26th day ofJanuary, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. TilghmanNo. M.G. 2421Filed FEB 29 1956

22

In the Case of

Irving H. Mezger,
Attorney named in Mortgage

VS.

Alvin V. Acree
and
Margaret E. Acree, his wife

In the
Circuit Court

For
Anne Arundel County
No. 11,602 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

June 28, 1957

All of which is respectfully submitted.

Laura R. Dickliss
Auditor

FILED

1957 JUL -3 PM 12:25

23

Dr. Irving H. Mezger, Attorney named in Mortgage vs. Alvin V. Acree in ac.
and Margaret E. Acree, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	272	37	322	37
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	41	00		
Auditor - stating this account	22	50	73	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	62	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	11	10		
Maryland Casualty Co. - 1956 and 1957 bond premiums	61	60		
E. T. Newell & Co., Inc. - auctioneer's fee	100	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	4	40		
Betty Lou Vogt - notary fee		50	258	52
To Attorney for Benefit Charges, viz:				
Anne Arundel County Sanitary Commission- 1955 water and sewer benefit charges	17	09		
1956 water and sewer benefit charges - adjusted to 1/20/56		79	17	88
To Attorney for Refunds, viz:				
Check paid on account rent	70	00	70	00
To Attorney for Expenditures in pursuance of Order of Court of 5/24/57, viz:				
Ella E. Yearsley - purchase price of strip of land adjoining mortgaged property	100	00		
Ralph E. Greil - legal services, title examination, preparation of deed, notary fee, revenue stamps and recording	56	10		
Charles E. Wheeler - relocating door open- ing, steps and concrete path, moving kitchen equipment, repairs to plaster, tile and linoleum	336	97		
T. T. Pantaleo - survey of parts of Lots 157 and 159 Greenland Beach, plat, etc.	35	00		
T. T. Pantaleo - revision of Parcel B, Lot 57, plat and description	7	00	535	07

To Arundel Federal Savings & Loan Ass'n				
of Baltimore City, mortgagee - in full				
for mortgage claim filed				
1956 State and County taxes advanced	5,538	04		
1957 State and County taxes advanced	110	35		
Fire Insurance premium 1/20/56 to 2/16/56	130	20		
Fire Insurance premiums 2/16/56 -2/16/58	2	72		
	65	20	5,846	51

To The J. F. Johnson Lumber Co., second				
mortgagee - this balance on account claim	1,263	50	1,263	50
			8,387	35

Amount of second mortgageclaim filed	4,582	48
Cr. Amount allowed above	1,263	50
Balance due	3,318	98

Irving H. Mezger, Attorney named in Mortgage

Cr.

[illegible]

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

Irving H. Mezger,

Attorney named in Mortgage

VERSUS

Alvin V. Acree

and

Margaret E. Acree, his wife

No. 11,602

Equity.

1957 JUL -3 PM 12:25

FILED

ORDERED, This

3rd

day of July

1957, That the

Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12th day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of August next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of August, 1957, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Nicholson
Judge

FILED

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 1957 AUG 13 PM 3:20 day of next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of successive weeks before the day of next.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this day of 19, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING.

CERTIFICATE OF PUBLICATIONAnnapolis, Md., July 31, 1957

We hereby certify, that the annexed

Order Nisi - Equ. 11,602
Auditor accountAlvin V. Acree

was published in

Maryland Gazettea newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 3successive weeks before the 12thday of August, 1957. The firstinsertion being made the 11th day ofJuly, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman**Order Nisi**IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,602, Equity
IRVING H. MEZGER, Attorney Named
In Mortgage

Versus

ALVIN V. ACREE, And MARGARET
E. ACREE, His WifeOrdered, this 3rd day of July, 1957.
That the Report and Account of the
Auditor, filed this day in the above
entitled cause BE RATIFIED AND
CONFIRMED, unless cause to the
contrary be shown on or before the
12th day of August next. Provided
a copy of this Order be inserted in
some newspaper published in Anne
Arundel County, once in each of three
successive weeks before the 12th day
of August next.GEORGE T. CROMWELL, Clerk
True Copy: TEST:GEORGE T. CROMWELL, Clerk
Jy-25**FILED**No. M. G. 11925
1957 JUL 31 PM 2:42

27

GAIL AUSTIN
 NELLIE AUSTIN
 Box /41 Route
 Severn, Maryland

IN THE CIRCUIT COURT

vs

DAVID S. ROSS
 217 North Calvert Street
 Baltimore , Maryland

FOR

and
 JOSEPH H. ROSS and
 GERTRUDE ROSS, his wife
 Jacksonville, Florida

ANNE ARUNDEL COUNTY

and
 MARY L. ROSS and
 ANDREW ROSS, Jr.

IN EQUITY

LEO ROSS and
 LOIS ROSS, his wife
 Brunswick, Georgia

No. 11,849

Non-residents, the respective unknown heirs
 personal representatives, devisees, judgment
 creditors, if any, of said persons be now
 deceased.

and
 The wife of ANDREW ROSS, Jr., if any
 and

The unknown heirs, personal representatives,
 devisees, judgment creditors, if any, of the
 following deceased persons:

ANDREW ROSS, HENRY ROSS and JOHN LOUIS ROSS

And all persons having or claiming to have
 any interest in a tract of land containing
 4.0 acres, more or less, in the Fourth
 Election District of Anne Arundel County,
 Maryland at Ridgeway.

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, Complaining say:

1. That a search of the Land Records, the records of the Register of Wills,
 the Equity and Law Records of Anne Arundel County disclose that David S. Ross
 was the owner of the hereinafter described parcel of land at the time it was
 sold at a tax sale by the treasurer of Anne Arundel County as Collector of Taxes
 for the State of Maryland and Anne Arundel County; and that David S. Ross departed
 this life on the 26th day of December, 1953 in Baltimore City, Maryland.

FILED

1956 AUG 21 PM 12:15

2. That the complainants are advised and believe and therefore aver that David S. Ross, deceased, was a bachelor and died without issue; and no administration has been taken on his estate in Maryland; that he left surviving him four brothers and sisters, namely, Joseph H. Ross of Jacksonville, Florida; Mary L. Ross of Jacksonville, Florida; Andrew Ross who died intestate in March 1954 in Brunswick, Georgia; Bonnie S. Ross, sister, who died intestate in May 1954 in Brunswick, Georgia; that the aforesaid Andrew Ross, deceased brother, left surviving him a widow, Margaret Ross and two sons, namely, Andrew Ross, Jr. and Leo Ross all of Brunswick, Georgia; that complainants have no knowledge as to whether or not any personal representatives have been appointed for the estate of Andrew Ross, deceased; that the said Bonnie Ross was unmarried and died intestate without issue and the complainants do not know whether or not a personal representative has been appointed for her estate; that Gertrude Ross is the wife of Joseph Ross; that Mary L. Ross is a non-resident of the State of Maryland and is unmarried; that Leo Ross of Brunswick, Georgia is married to Lois Ross; that the marital status of Andrew Ross, Jr., is unknown; that David S. Ross, deceased, had two brothers, namely Henry Ross and John Louis Ross, both of who predeceased David S. Ross and died without issue; therefore your complainants pray for process directed to these defendants.

3. That the Commissioners for Anne Arundel County had purchased the hereinafter described parcel of land, they being the highest bidders therefor, and had later conveyed all of their right, title and interest in said parcel of land to the complainants, all as will appear by reference to complainants Exhibit No. 1, filed herewith and prayed to be taken as a part hereof.

4. That Certificates of Tax Sale No. 2981 & 2982, attached hereto as complainants Exhibit No. 2 was issued to complainants by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County.

5. That part of the property referred to in Complainants Exhibit No. 2 is described as follows:

BEGINNING for the same at a point distant 462.5 feet northwesterly from the intersection of the southwest side of Evergreen Road with the northwest side of Beverly Road, and running from said point so fixed, which is also at the end of the first line of the lot conveyed by Scott Street Loan and Savings Association No. 1 to Marion K. Childres and wife, by deed dated October 26, 1943, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 292, folio 358, North 69 degrees 30 minutes West 750 feet, more or less, to the end of the third line of the conveyance from David S. Ross to Catherine E. Mehrtens by deed dated December 29, 1933, recorded as aforesaid - - - - -

in Liber W.M.B. 131, folio 471, thence with said Mehrtens' lot, southwesterly, 220 feet, more or less, to the north-east side of Watts Avenue, thence running with and binding on said northeast side of Watts Avenue, southeasterly and parallel with Evergreen Road, 800 feet, more or less, to the end of the second line of the lot conveyed to Marion K. Childers and wife by Joseph H. Pepper, late County Treasurer, et al, by deed dated March 14, 1944, recorded as aforesaid in Liber J.H.H. No. 305, folio 423, thence binding thereon northeasterly, 116 feet, more or less, to the end of the third line of the lot hereinbefore first mentioned, as conveyed to Childers and wife by Scott Street Loan and Savings Association, thence binding thereon, northwesterly, 75 feet, more or less, to the end of the second line of said last mentioned lot, thence binding thereon northeasterly 110 feet to Evergreen Road and the place of beginning.

Being a part of the property conveyed to David S. Ross by Enoch L. Watts by deed dated December 17, 1924, recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 102, folio 284, and by Benjamin F. Zimmerman by deed dated January 10, 1925, recorded among said Land Records in Liber W.N.W. No. 103, folio 276.

6. That the aforementioned and described parcel of land has not been redeemed by the defendant herein nor by anyone claiming through him, although more than one year and a day has elapsed from the time of the aforesaid date of tax sale.

7. That to redeem this parcel of land it is necessary for the defendant or anyone claiming by or through him to pay the sum of \$ together with interest, attorneys fees, taxes and penalties accruing subsequent to the date of sale.

TO THE END THEREFORE, YOUR ORATORS PRAY:

A. That the writ of subpoena be issued and served upon the resident defendants commanding them to be and appear in this Court on some day certain to be named therein and to make answer thereto.

B. That an Order of Publication be granted unto the complainants directed to all defendants and all parties in interest in said property, commanding them to appear in this Court on some day certain to be named therein and answer the exigencies of this complaint.

c. That this Honorable Court pass a final decree foreclosing all rights of redemption of the defendant and any and all persons having or claiming to have any interest in the hereinabove described property.

D. That the final decree herein provide that at that time the Treasurer of Anne Arundel County execute to the complainants a deed to the property herein.

described, vesting in the complainants a good and marketable title, indefeasible and absolute, in fee simple, and free and clear of any and all liens, claims and encumbrances.

E. And for such other and further relief as the nature of the case may require and to the Court may seem just and proper.

And as in duty bound, etc.

Gail W Austin
Gail Austin
Nellie E Austin
Nellie Austin

Complainants

Michael Demyan
Michael Demyan
16 Crain Highway, SW
Glen Burnie, Maryland
Solicitor for complainants

N^o 2981 CERTIFICATE OF TAX SALE No. 11,849 Equity

I, Joseph H. Gracian & Co., Successors to Jos N Pepper, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10, 1938, I sold to aa Co. Comm at public auction for the sum of 46 Dollars and 80 Cents, of which No Dollars has been paid as a deposit on the property in 4 District described as 3.62 Acres in 4 District

and assessed to David S Ross

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 11, 1939, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 15 day of August 1956

Joseph H. Gracian & Co.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 15 day of August, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Gracian & Co., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Walter H. Leach Sterling
Notary Public.

My Commission Expires

May 6, 1957

FILED

1956 AUG 21 PM 12:18

COMPLAINANT'S EXHIBIT No. 2

Nº 2982

CERTIFICATE OF TAX SALE

No. 11,849 Equity

Successor to Jas. H. Pepper
Joseph H. Gruesom, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 10, 1938, I sold to AA

Co. Comm at public auction for the sum of 148 Dollars and 59

 Cents, of which No Dollars has been paid as a deposit on the property

in 4 District described as 34 1/4 Acres situated

in 4 District

and assessed to David S. Ross

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 11, 1939, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 15 day of August 19 56

Joseph H. Gruesom
 Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 15 day of August, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Gruesom, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
 Notary Public.

My Commission Expires May 6, 1957

FILED

1956 AUG 21 PM 12:15

COMPLAINANT'S EXHIBIT NO. 2

(NO STAMPS REQUIRED)

No. 11,849 Equity

THIS DEED, Made this 10th day of August, in the year Nineteen hundred forty-four, by and between JOSEPH H. PEPPER, late County Treasurer of Anne Arundel County, Maryland, party of the first part, the COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, Maryland, a body corporate, party of the second part, and GAIL W. AUSTIN and NELLIE E. AUSTIN, his wife, of Anne Arundel County, Maryland, parties of the third part, witnesseth:

WHEREAS, default having been made in the payment of State, County and School Taxes due and owing on the property hereinafter mentioned, and at the time said taxes became due and owing as aforesaid, the then County Collector of the State, County, and School taxes, under and by virtue of the provisions of the Laws of the State of Maryland, and in compliance with the duties thereof imposed in him, having first complied with all the provisions of the law in relation thereto, proceeded to and did sell the hereinafter described properties to enforce the payment of said taxes so in default, and

WHEREAS, the then County Treasurer, aforesaid, sold the property hereinafter described at public sale to the County Commissioners of Anne Arundel County, a body corporate, it being then and there the highest bidder therefor, and

WHEREAS, the said sales were duly reported to the Circuit Court for Anne Arundel County, and the proceedings having been found legal and the provisions of the law complied with, Orders Nisi were duly passed thereon, and

WHEREAS, after the publication of the said Orders Nisi, as required by law, the said sales were ratified and confirmed by the said Circuit Court for Anne Arundel County, and the then County Treasurer, as aforesaid, authorized by law to execute this deed, and

WHEREAS, all of which will be seen by reference to tax sale proceedings recorded in the Circuit Court for Anne Arundel County,

FILED

1956 AUG 21 PM 12:15

entitled "No. 4556, in the Matter of the Tax Sale of Land of David Scarlet Ross", and "No. 4558, In the Matter of the Tax Sale of Land of David Scarlet Ross", and 1/5/40

WHEREAS, the County Commissioners of Anne Arundel County, a body corporate, has sold the hereinafter described property included in the aforementioned proceedings, to Gail W. Austin and Nellie E. Austin, his wife, and joins herein for the purpose of conveying title to same.

NOW, THEREFORE, THIS DEED WITNESSETH, That for and in consideration of the sum of one (\$1.00) dollar and other good and valuable considerations, the said Joseph H. Pepper, late County Treasurer of Anne Arundel County, and the County Commissioners of Anne Arundel County, parties of the first and second parts, do hereby grant and convey unto Gail W. Austin and Nellie E. Austin, his wife, as tenants by entireties, their heirs and assigns, in fee simple, the following piece or parcel of land situate, lying and being in the Fourth Election District of Anne Arundel County, Maryland, in the development known as "Ridgeway", and described as follows, to wit:

BEGINNING for the same at a point distant 462.5 feet northwesterly from the intersection of the southwest side of Evergreen Road with the northwest side of Beverly Road, and running from said point so fixed, which is also at the end of the first line of the lot conveyed by Scott Street Loan and Savings Association No. 1 to Marion K. Childers and wife, by deed dated October 26, 1943, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 292, folio 358, North 69 degrees 30 minutes West 750 feet, more or less, to the end of the third line of the conveyance from David S. Ross to Catherine E. Mehrtens by deed dated December 29, 1933, recorded as aforesaid in Liber W.M.B. No. 131, folio 471, thence with said Mehrtens' lot, southwesterly, 220 feet, more or less, to the northeast side of Watts Avenue, thence running with and binding on said northeast side of Watts Avenue, southeasterly and parallel with Evergreen Road, 800 feet, more or less, to the end of the second line of the lot conveyed to Marion

K. Childers and wife by Joseph H. Pepper, late County Treasurer, et al, by deed dated March 14, 1944, recorded as aforesaid in Liber J.H.H. No. 305, folio 423, thence binding thereon northeasterly, 110 feet, more or less, to the end of the third line of the lot hereinbefore first mentioned, as conveyed to Childers and wife by Scott Street Loan and Savings Association, thence binding thereon, northwesterly, 75 feet, more or less, to the end of the second line of said last mentioned lot, thence binding thereon northeasterly, 110 feet to Evergreen Road and the place of beginning.

BEING a part of the property conveyed to David S. Ross by Enoch L. Watts by deed dated December 17, 1924, recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 102, folio 284, and by Benjamin F. Zimmerman by deed dated January 10, 1925, recorded among said Land Records in Liber W.N.W. No. 103, folio 276.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, advantages and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD said land and premises hereby intended to be conveyed unto and to the proper use and benefit of the parties of the third part, as tenants by entreties thereof, their heirs and assigns, in fee simple.

WITNESS the hands and seals of the parties of first and second parts.

WITNESS:

JOSEPH H. PEPPER (SEAL)

VIRGINIA RUSSELL

Late County Treasurer, Anne Arundel County, Maryland.

TEST:

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, MARYLAND

R. HARRY ARNOLD

(CORPORATE SEAL)

SECRETARY

BY JOHN J. LEVAY, PRESIDENT.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 10th day of August, in the year 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

JOSEPH H. PEPPER, Late County Treasurer of Anne Arundel County, Maryland, and he acknowledged the foregoing deed to be his act and deed; and at the same time also personally appeared JOHN J. LEVAY, President of the County Commissioners of Anne Arundel County, Maryland, a body corporate, and he acknowledged the foregoing deed to be the act and deed of said body corporate.

AS witness my hand and seal Notarial.

(NOTARIAL SEAL)

VIRGINIA RUSSELL

NOTARY PUBLIC

Recorded 14th Aug 1944 at 12:20 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, THAT the foregoing Deed is truly taken and copied from Liber J.M.H. No. 314 Folio 124 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 17th day of July A.D., 1952.



John H. Hopkins, 3rd.
John H. Hopkins, 3rd., Clerk

GAIL AUSTIN
NELLIE AUSTIN
Box 143 Route
Severn, Maryland

VS

DAVID S. ROSS
217 North Calvert Street
Baltimore, Maryland

and

JOSEPH H. ROSS and
GERTRUDE ROSS, His wife
Jacksonville, Florida

and

MARY L. ROSS and
ANDREW ROSS, Jr.

LEO ROSS and

LOIS ROSS, his wife
Brunswick, Georgia

Non residents, the respective unknown heirs
personal representatives, devisees, judgment:
creditors, if any, of said persons be now
deceased.

and

The wife of ANDREW ROSS, Jr., if any,

and

The unknown heirs, personal representatives,
devisees, judgment creditors, if any, of the
following deceased persons:

ANDREW ROSS, HENRY ROSS and JOHN LOUIS ROSS :

And all persons having or claiming to have
any interest in a tract of land containing :
4.0 acres, more or less, in the JFourth
Election District of Anne Arundel County,
Maryland at Ridgeway.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 11,849

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure
of all rights of redemption of the Defendants in and to the following described
property located in the Fourth Election District of Anne Arundel County, Maryland
and sold by the County Treasurer and Collector of Taxes for the State of Maryland
and Anne Arundel County to the County Commissioners of Anne Arundel County who
assigned their interest in said property to the plaintiffs in this proceeding,
for taxes due for the years 1937 and 1938, by the following tax certificates
and assessed and described on the Books of Assessment and taxation as follows:

A. Tax Sale Certificate No. 2981:

Three and sixty two one hundredths acres in the 4th Election District
of Anne Arundel County. The amount due on the date of sale was \$46.80.

B. Tax Sale Certificate No. 2982:

Thirty four and one-quarter acres situated in the 4th Election District
of Anne Arundel County, Maryland. The amount due on the date of sale
was \$148.59,

FILED

1956 AUG 21 PM 12:15

The bill states that the amount necessary for redemption has not been paid although more than a year and a day have elapsed since the date of said sale.

It is thereupon this 21st day of August, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 24th day of October 1956, next, warning the said David S. Ross, Joseph H. Ross, Gertrude Ross, Mary L. Ross, Andrew Ross, Leo Ross, Lois Ross, wife of Andrew Ross, if any, and any and all other persons having or claiming to have any interest in the above mentioned parcel of land and all persons interested in said property, to be and appear in this Court in person or by solicitor, on or before the 24th day of October 1956, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a final decree will be passed foreclosing all rights of redemption in the property and vest in the complainants a title free and clear of all encumbrances.

George T. Cromwell
George T. Cromwell, Clerk

Michael Demyan, Attorney
GAIL AUSTIN
NELLIE AUSTIN
Box 143 Route-
Severn, Maryland

VS.

DAVID S. ROSS
217 North Calvert Street
Baltimore, Maryland

and

JOSEPH H. ROSS and
GERTRUDE, His wife
Jacksonville, Florida

and

MARY L. ROSS and
ANDREW ROSS, Jr.
LEO ROSS and
LOIS ROSS, his wife
Brunswick, Georgia

Non-residents, the respective un-
known heirs personal representa-
tives, devisees, judgment credi-
tors, if any, of said persons be
now deceased.

and

The wife of ANDREW ROSS, Jr.,
if any,

and

The unknown heirs, personal rep-
resentatives, devisees, judgment
creditors, if any, of the following
deceased persons:

ANDREW ROSS, HENRY ROSS
and JOHN LOUIS ROSS

And all persons having or claim-
ing to have any interest in a tract
of land containing 4.0 acres, more
or less, in the Fourth Election Dis-
trict of Anne Arundel County,
Maryland at Ridgeway.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 11,849

ORDER OF PUBLICATION

The object and purpose of these
proceedings is to secure the fore-
closure of all rights of redemp-
tion of the Defendants in and to
the following described property
located in the Fourth Election Dis-
trict of Anne Arundel County,
Maryland and sold by the County
Treasurer and Collector of Taxes
for the State of Maryland and
Anne Arundel County to the Coun-
ty Commissioners of Anne Arundel
County who assigned their inter-
est in said property to the plain-
tiffs in this proceeding, for taxes
due for the years 1937 and 1938,
by the following tax certificates
and assessed and described on the
Books of Assessment and taxation
as follows:

A. Tax Sale Certificate No.
2981:

Three and sixty two one hun-
dreds acres in the 4th Election
District of Anne Arundel Coun-
ty. The amount due on the date
of sale was \$46.80.

B. Tax Sale Certificate No.
2982:

Thirty four and one-quarter
acres situated in the 4th Elec-
tion District of Anne Arundel
County, Maryland. The amount
due on the date of sale was
\$148.59.

OFFICE OF

LIBER 105 PAGE 227

THE ★ STAR

GLEN BURNIE, MD., September 14

19 56

THIS IS TO CERTIFY, that the annexed advertisement of
Order Of Publication -

was inserted in THE ANNE ARUNDEL STAR, a weekly news-
paper and published in Anne Arundel County, Maryland, once
a week for four successive weeks before
the 24th day of October 19 56, that is to say
the same was inserted in the issues of August 23, 30,
September 6 and 13, 1956.

STROMBERG PUBLICATIONS, Inc.

Publisher.

FILED

Glady M. Lowley

1957 JAN 29 AM 10:32

The Bill states that the amount necessary for redemption has not been paid although more than a year and a day have elapsed since the date of said sale.

It is whereupon this 21st day of August, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 24th day of October, 1956, next, warning the said David S. Ross, Joseph H. Ross, Gertrude Ross, Mary L. Ross, Andrew Ross, Leo Ross, Lois Ross, wife of Andrew Ross, if any, and any and all other persons having or claiming to have any interest in the above mentioned parcel of land and all persons interested in said property, to be and appear in this Court in person or by solicitor, on or before the 24th day of October, 1956, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a final decree will be passed foreclosing all rights of redemption in the property and vest in the complainants a title free and clear of all encumbrances.

GEORGE T. CROMWELL,
Clerk.

To Sept. 13

LIBER 105 PAGE 228

GAIL AUSTIN	:	IN THE CIRCUIT COURT
NELLIE AUSTIN, his wife	:	
	:	FOR
vs	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
DAVID S. ROSS, et al.	:	NO. <u>11,849</u>

DECREE PRO CONFESSO

1. It appearing in the proceedings in this cause that the summons issued were twice returned (non sunt) and the Order of Publication heretofore issued herein was duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, against the Defendants, David S. Ross, Joseph H. Ross, Gertrude Ross, his wife; Mary L. Ross, Andrew Ross, Jr., Leo Ross and Lois Ross, his wife, and the unknown heirs, personal representatives, devisees, judgement creditors, if any, of Andrew Ross, Henry Ross and John Louis Ross, and any and all persons claiming to have an interest in the Real Estate therein described, as assessed to the said Defendants by the Treasurer of Anne Arundel County on the day of sale.

2. And it further appears that the above named Defendants have failed to enter their appearance herein, in person or by solicitor, and have failed to file an Answer to the Bill of Complaint, and the time wherein which said Defendants could so appear and file an Answer has now expired.

IT IS THEREUPON, this 18th day of June, 1957, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the Bill of Complaint be, and the same is hereby, taken Pro Confesso against the Defendants, David S. Ross, Joseph H. Ross, Gertrude Ross, his wife; Mary L. Ross, Andrew Ross, Jr., Leo Ross and Lois Ross, his wife, and the unknown heirs, personal representatives, devisees, judgement creditors, if any, of Andres Ross, Henry Ross and John Louis Ross, and any and all persons claiming to have an interest in the real estate described therein; as the same is assessed to the Defendants on the books of the Treasurer of Anne Arundel County.

FILED

1957 JUN 18 PM 3:42

Benjamin Richardson

Judge

GAIL AUSTIN and
NELLIE AUSTIN
Severn, Maryland

vs

IN THE

DAVID S. ROSS

CIRCUIT COURT

and

JOSEPH H. ROSS and
GERTRUDE ROSS, his wife

FOR

and

MARY L. ROSS,
ANDREW ROSS, JR.,
LEO ROSS,
LOIS ROSS

ANNE ARUNDEL COUNTY

Non-residents, the respective unknown
heirs, personal representatives, devisees,
judgment creditors, if any, of said
persons be now deceased.

IN EQUITY

and

NO. 11,849

The wife of ANDREW ROSS, JR., if any

and

The unknown heirs, personal representatives,
devisees, judgment creditors, if any, of the
following deceased persons: ANDREW ROSS,
HENRY ROSS and JOHN LOUIS ROSS.

And all persons having or claiming to have
any interest in a tract of land containing
4.0 acres, more or less, in the Fourth
Election District of Anne Arundel County,
Maryland.

DECREE

The proceedings in this cause having been read and considered, and it
appearing to the Court that the Defendants, David S. Ross; Joseph H. Ross and
Leo Ross, non-residents; the wife of Andrew Ross, Jr, if any, and the respective
unknown heirs, personal representatives, devisees, judgment creditors, if any,
of said persons be now deceased; the unknown heirs, personal representatives,
devisees, judgment creditors, if any of Andrew Ross, Henry Ross and John Louis
Ross; and all persons having or claiming to have any interest in a tract of land
containing 4.0 acres, more or less, in the Fourth Election District of Anne
Arundel County; having been notified to appear and answer the Bill of Complaint
by virtue of an Order of Publication directed to the Defendants herein; and they

having failed to appear thereto in the time limited by said Order of Publication and Summons, and the Court having found for the Plaintiffs, it is thereupon this 1st day of August, 1957, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED, that all rights of redemption in and to the property mentioned herein of the Defendants, David S. Ross, Joseph H. Ross, Gertrude Ross, Mary L. Ross, Andrew Ross, Jr., Leo Ross, Lois Ross, the wife of Andrew Ross, Jr., if any, the unknown heirs, personal representatives, devisees, judgment creditors, if any of Andrew Ross, Henry Ross and John Louis Ross, and any and all persons having or claiming to have any interest in said property, be, and they are hereby forever foreclosed and, as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiffs, in and to the following described property:

BEGINNING for the same at a point distant 462.5 feet northwesterly from the intersection of the southwest side of Evergreen Road with the northwest side of Beverly Road, and running from said point so fixed, which is also on the end of the first line of the lot conveyed by Scott Street Loan and Savings Association No. 1 to Marion K. Childers and wife, by Deed dated October 26, 1943, recorded among the Land Records of Anne Arundel County in Liber J.H.H. 292, folio 355, North 69 degrees 30 minutes West 750 feet, more or less, to the end of the third line of the conveyance from Davis S. Ross to Catharine S. Mehrtens by Deed dated December 29, 1933, recorded as aforesaid in Liber J.H.H. 131, folio 471, thence with said Mehrtens' lot, southwesterly, 220 feet, more or less, to the northeast side of Watts Avenue, thence running with and binding on said northeast side of Watts Avenue, southeasterly and parallel with Evergreen Road, 600 feet, more or less, to the end of the second line of the lot conveyed to Marion K. Childers and wife by Joseph H. Pepper, late County Treasurer, et al, by Deed dated March 14, 1944, recorded as aforesaid in Liber J.H.H. No. 305, folio 423, thence binding thereon northeasterly, 110 feet, more or less, to the end of the third line of the lot hereinbefore first mentioned, as conveyed to Childers and wife by Scott Street Loan and Savings Association, thence binding thereon, northwesterly, 75 feet, more or less, to the end of the second line of said last mentioned lot, thence binding thereon northeasterly 110 feet to Evergreen Road and the place of beginning.

BEING a part of the property conveyed to Davis S. Ross by Anoch L. Watts by Deed dated December 17, 1924, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 102, folio 284, and by Benjamin F. Linservon by Deed dated January 10, 1925, recorded among said Land Records in Liber J.H.H. No. 103, folio 276.

It is further ORDERED that the Treasurer of Anne Arundel County, Collector of Taxes for the State of Maryland and Anne Arundel County, execute and deliver to Gail Austin and Nellie Austin, his wife, Plaintiffs in these proceedings, a Deed of conveyance to the aforesaid parcel of land, upon payment to him for such taxes, if any be due thereon, and the balance of the purchase price, if any, and it is further ORDERED that the Plaintiffs pay the costs of said suit in their behalf incurred.

Benjamin F. Linservon
Judge

ANNE ARUNDEL COUNTY WELFARE BOARD,:	NO. // 913 EQUITY
Annapolis, Maryland,	
Complainant,	IN THE
versus	CIRCUIT COURT
PAUL BASSFORD,	FOR
Spring Grove State Hospital,	ANNE ARUNDEL COUNTY
Catonsville, Maryland,	
Respondent	
:	:
:	:
:	:
:	:

CREDITORS' BILL

To the Honorable, The Judges of Said Court:

.Your orator, who sues as well for itself as for all other creditors of Mamie Bassford, late of Anne Arundel County, deceased, who will come in and contribute to the expense of this suit, complaining, says:

1. That Mamie Bassford, was, in her lifetime, indebted unto your orator, Anne Arundel County Welfare Board, in the full and just sum of One thousand eight hundred forty-five dollars and seventy-one cents (\$1,845.71), as will appear by reference to the account filed as part hereof, marked "Exhibit A."

2. That the said Mamie Bassford, being in her lifetime so indebted to your orator and being seized and possessed of real estate, but no personal estate, departed this life on or about the sixteenth day of August, 1952, leaving a last will and testament duly executed to pass real estate in this State.

3. That by the terms of said will, the said Mamie Bassford devised said real estate to her son, the defendant, Paul Bassford, now incompetent, but unadjudicated, and now in Spring Grove State Hospital, all of which will more fully appear by reference to a duly certified copy of said will, filed herewith as part hereof, marked "Exhibit B."

FILED

1956 OCT 27 AM 10:50

4. That the aforesaid last will and testament of the said Mamie Bassford has been, in due form of law, admitted to probate by the Orphans' Court of Anne Arundel County.

5. That your orator is advised that, as there was no personal property of Mamie Bassford, deceased, in the hands of her executor sufficient to pay her just debts, your orator and her other creditors are entitled to have their claims paid out of the real estate of said deceased in the hands of her devisee as aforesaid.

6. That the real estate of which the said Mamie Bassford died seized and possessed of as aforesaid was a parcel of land and improvements conveyed to her by Isaac Strauss by deed dated February 14, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 111, folio 54, said to contain one-half of an acre, less that portion conveyed to the State Roads Commission of Maryland by deed dated August 8, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.E.H. No. 583, folio 381. Certified copies of said deeds are filed herewith as a part hereof, marked "Exhibits C and D."

7. That there is also filed herewith a certified copy of the account filed in the estate of Mamie Bassford, which is prayed to be taken as a part hereof and marked "Exhibit E."

To the end, therefore,

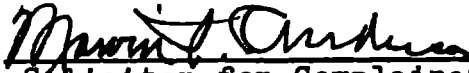
1. That the real estate of said Mamie Bassford, deceased, or so much thereof as may be necessary for the purpose, may be sold for the payment of the claims of your orator and those of the other unsatisfied creditors of said deceased.

2. That your orator may have such other and further relief as its case may require.

May it please your Honors to grant unto your orator the Writ of Subpoena, directed to Paul Bassford, Spring Grove State

Hospital, Catonsville, Maryland, commanding and directing him to appear in this Court, on some day to be named therein, to answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.


Solicitor for Complainant

ANNE ARUNDEL COUNTY WELFARE BOARD *
ANNAPOLIS, MARYLAND

Complainant *

NO. 11,913 EQUITY

IN THE

vs.

*

CIRCUIT COURT

*

FOR

PAUL BASSFORD
SPRINGFIELD STATE HOSPITAL
SYKESVILLE, MARYLAND

*

ANNE ARUNDEL COUNTY

PETITION FOR THE APPOINTMENT OF A
GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the Anne Arundel County Welfare Board,
respectfully represents:

That Paul Bassford, Defendant in this cause, has been
duly summoned, but being incompetent and having no committee
appointed by any court of this State cannot answer and defend the
suit against him.

Your petitioner, therefore, prays your Honors to appoint
a Guardian Ad Litem to answer for said incompetent defendant.

And as in duty bound, etc.

William T. Anderson
Solicitor for Complainant

ORDER OF COURT

ORDERED this 18th day of December, 1956, by the
Circuit Court for Anne Arundel County, upon the foregoing Petition,
that Myrtle Sturm be and she is hereby appointed Guardian Ad Litem
to appear and answer for the said Paul Bassford, incompetent, in
the above cause.

Benjamin Michelson
JUDGE

FILED

1956 DEC 18 PM 4:43

FILED
1956 DEC 18 AM 10:05

ANNE ARUNDEL COUNTY WELFARE BOARD *	NO. 11,913 EQUITY
ANNAPOLIS, MARYLAND	
Complainant *	IN THE
vs. *	CIRCUIT COURT
PAUL BASSFORD *	FOR
SPRINGFIELD STATE HOSPITAL	
SYKESVILLE, MARYLAND *	ANNE ARUNDEL COUNTY

* * * * *

ANSWER OF GUARDIAN AD LITEM

The Answer of Paul Bassford, incompetent, by Myrtle Sturm, Guardian Ad Litem, duly appointed by Order of this Court, to the Bill of Complaint of the Anne Arundel County Welfare Board, against him in this cause exhibited, respectfully shows:

This Defendant, being incompetent, cannot admit any of the matters and things in said Bill alleged, and submits his rights thereunder to the protection of the Court


Guardian Ad Litem

FILED

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5-

ANNE ARUNDEL COUNTY WELFARE BOARD,	:	IN
Complainant	:	THE CIRCUIT COURT
vs.	:	FOR
PAUL BASSFORD	:	ANNE ARUNDEL COUNTY
SPRINGFIELD STATE HOSPITAL	:	
SYKESVILLE, MARYLAND	:	NO. 11, 913 EQUITY

:::::

TESTIMONY ON BEHALF OF COMPLAINANT

January 9, 1957

Present:

Mr. Marvin I. Anderson, Solicitor for Complainant

Mr. Emanuel Klawans, Court Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

Esther Holahan, pages 2,3,4.

J. Thomas Hutchins, pages 5,6.

FILED

1957 JAN 22 PM 1:26

Esther Holahan, a witness of lawful age, being first
duly sworn, deposes and says;

(Mr. Anderson)

1. What is your name?
- A. Mrs. Esther Holahan.
2. What is your business, Mrs. Holahan?
- A. Director of Anne Arundel County Welfare Board.
3. Do you know Paul Bassford?
- A. Yes, I do.
4. Where is he at the present time?
- A. Spring Grove State Hospital.
5. He's been there some time?
- A. Yes.
6. Do you know who Mamie Bassford was?
- A. His mother.
7. She is deceased, is that right?
- A. Yes.
8. Did the Anne Arundel County Welfare Board make payments
to her during her lifetime?
- A. From 1946 through 1952, the total amount being \$1,845.71.
9. Has any part of that been paid?
- A. No.
10. (STATEMENT AND AFFIDAVIT RE-FILED MARKED EXAMINER'S
EXHIBIT NO. A)
10. Do you know whether Mamie Bassford owned any real estate
in her lifetime?
- A. Yes, we understand she owned the house in which she
lived.
11. Do you know where that is located?
- A. In the First Election District of Anne Arundel County,
opposite All Hallows Church.

(LAST WILL AND TESTAMENT OF MAMIE BASSFORD RE-FILED
MARKED EXAMINER'S EXHIBIT NO. B)

12. Do you know whether Mamie Bassford left any personal property at the time of her death?

A. None that I know of.

(TWO DEEDS RECORDED IN J.H.H. 583, FOLIO 381, RE-FILED AS EXAMINER'S EXHIBITS C AND D)

(CERTIFIED COPY OF THE FIRST AND FINAL ACCOUNT FILED IN THE ESTATE OF MAMIE BASSFORD, IN THE ORPHAN'S COURT FOR ANNE ARUNDEL COUNTY, MARKED EXAMINER'S EXHIBIT NO.E)

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer *No*

Signature

Isabel H. Helahan

J. Thomas Hutchins, a witness of lawful age, being first duly sworn, deposes and says;

(Mr. Anderson)

1. State your name and address.
- A. J. Thomas Hutchins, Jewel, Anne Arundel County, Maryland.
2. You are the tax assessor for Anne Arundel County, is that right?
- A. That's right.
3. Are you familiar with the property of which Mamie Bassford died seized and possessed?
- A. Yes sir.
4. Where is that property located?
- A. On the east side of Solomon's Island Road, opposite All Hallows Church, adjoining the property of Mr. Julian Hall.
5. Does this property front on the road?
- A. Yes sir.
6. How much land is there in it?
- A. I think it's about .369 of an acre. I think the state road took a little of it, I don't know how much.
7. Is that property improved?
- A. It is improved by a small dwelling 22 x 14, two stories.
8. Does it have any utilities?
- A. No utilities, stove heat, wood shingle dwelling.
9. Does it have any water?
- A. Yes, there must be well water, but I'm not certain.
10. Any electricity?
- A. I don't think so, no conveniences.
11. What, in your opinion, is a fair market value of the property?
- A. I imagine you could re-construct the house for \$1800.00

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer

160

Signature

Thomas H. Kline

6

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in their behalf, this testimony is now closed, and at the request of Complainant's Solicitor is returned to the Court.

I hereby certify that the foregoing testimony was taken at the instance of the Complainant. That I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony, that the testimony was taken in one day.

Witness my hand and seal this 2nd day of January, 1957.

Emanuel Klawans

Emanuel Klawans, Examiner

(SEAL)

E.K. \$10.00

I.H. \$8.00

12

1957 Jan. 22

FILED

SEP 8 1957

REGISTER OF WILLS

120 NINE ARUNDEL COUNTY, MD.

I, Mamie Bassford, of Edgewater, Anne Arundel County in the State of Maryland, being of sound disposing mind, memory and understanding, and capable of executing a valid deed or contract, do make, publish and declare this to be my Last Will and Testament, hereby revoking all other wills or codicils heretofore by me made.

After the payment of all my just and lawful debts and my funeral expenses.

I give, devise and bequeath all my property, real, personal and mixed of whatever description and wherever situate including my home and one half acre of land conveyed to me by Isaac Strauss by deed dated February 14, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R.No. 111 Folio 54, to my son Paul Bassford absolutely.

I hereby appoint my son Paul Bassford, Executor of this my Last Will and Testament and request that he be excused from the necessity of giving bond as such Executor.

In making this my Last Will and Testament I am not unmindful of my other kind, loving and faithful children, Howard Bassford, Preston Bassford and Guy Bassford, but, they have homes and I am desirous of providing a home for my son Paul who has always lived with me and helped to maintain a home for me.

In Testimony whereof I have hereunto subscribed my name and affixed my seal this 28 day of March, 1950.

Mamie Bassford (SEAL)
Mamie Bassford

Signed, Sealed, Published and Declared by the above named Testatrix, as and for her Last will and testament in the presence of us, who, as her request, in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

Margaret Anderson
Resette Harris

Exhibit "B" filed with Creditor's Bill.

FILED

1956 OCT 27 AM 10:50

refiled 1957, 10:22

11,913 Egm. Bassford.

E. C. Clemen, E. B.

E. C. Clemen

Anne Arundel County, Ss:

On the 8th day of September, 1952
 came Faul Bassford
 and made Oath in due form of law, that he does not know of any Will or
 Codicil of Mamie Bassford
 late of said County, deceased, other than the above instrument of writing, and that he
 received the same from the Testatrix.

Testatrix died
 on or about the 16th day of August, 1952

Sworn to before the subscriber

Test: Clement C. Burnell
Deputy Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 8th day of September, 1952
 came Myrtle Sturm and Marion S. Cederwall
 subscribing witnesses to the foregoing last Will and Testament of
Mamie Bassford late of said County, deceased, and made oath in
 due form of law, that they did see the Testatrix
 sign and seal this Will; that they heard her publish, pronounce and
 declare the same to be her last Will and Testament, that at the time of
her so doing she was, to the best of their apprehension, of sound
 and disposing mind, memory and understanding; and that they together with

subscribed their names as witnesses to this Will in her presence, at
her request and in the presence of each other.

Sworn to before the subscriber

Test: Clement C. Burnell
Deputy Register of Wills for Anne Arundel County.

IN THE ORPHANS' COURT OF ANNE ARUNDEL COUNTY:

The Register of Wills after having carefully examined the above last will and Testament
 of Mamie Bassford
 late of said County, deceased, together with the codicil thereto attached, and also the evi-
 dence adduced as to its validity, orders and decrees this 8th day
 of September, 1952, that the same be admitted in this Court as the true
 and genuine last Will and Testament and Codicil of the said
Mamie Bassford, deceased.

Under the power conferred upon the Register of Wills by Section 348 of Article 93.

R Glenn Prout
 Register of Wills for Anne Arundel County

STATE OF MARYLAND

Anne Arundel County

I, H. STANLEY CLARK, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the foregoing is a true and full copy of the _____ Last Will and Testament of _____

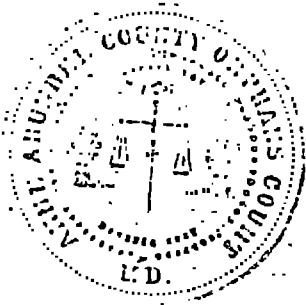
_____ Mamie Bassford _____

_____ late of said County deceased _____ together with proof and probate thereof _____ taken from _____ the original which is one of the records filed, recorded and _____

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 8th _____ day of October _____ in the year of our Lord, nineteen hundred and fifty -six.

H. Stanley Clark
Register of Wills for Anne Arundel County



(Int. Rev. \$.50 Stamp.)

This Deed made this 14th day of February in the year of our Lord Nineteen hundred and thirty-three, by and between Isaac Strauss, party of the first part and Mamie Bassford, party of the second part, all of Anne Arundel County in the State of Maryland.

Witnesseth, that for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable considerations thereunto moving from the party of the second part unto the party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part does bargain and sell and by these presents does grant and convey unto Mamie Bassford, her heirs and assigns forever in fee simple, all that tract of land situate and lying in the First Election District of Anne Arundel County, Maryland, and described as follows, to wit:

Beginning for the same at a post now standing on the east side of the State Road leading from All Hallows Church to Annapolis, said post being fixed as the northeast corner of the lot and running from said post South fifty-five degrees twelve perches to a post in a field, thence South thirty-five degrees West six and two-thirds perches to a post, thence North fifty-five degrees West twelve perches to a post now standing on the east side of the aforesaid State Road thence with the east side of said road North thirty-five degrees East six and two-thirds perches to the place of beginning. Containing and now laid out to contain one-half acre more or less.

Being the identical property which was granted and conveyed unto the said Isaac Strauss by Julia V. Bassford by deed dated the thirty-first day of May in the year Nineteen hundred and thirty two and recorded among the land record books of Anne Arundel County in Liber F. S. R. No. 101 folio 489.

FILED

1956 OCT 27 AM 10:51

Refiled 1957 Jan 22

Exhibit "C" with Creditor's Bill

11,913 Eq. Bassford
Bassford & Co. C
E. H. Lewis, Attorney

See also Agreement from Isaac Stauss and Sarah Goodman Lebowitz dated the fifteenth day of December in the year Nineteen hundred and twenty-four and recorded among the land record books of Anne Arundel County in Liber W. N. W. No. 103 folio 66.

Together with the buildings and improvements thereon erected made and being, and all the rights, roads, waters, ways, privileges and appurtenances thereto belonging or in anywise appertaining.

To Have and To Hold the above described land and premises to and unto the said Mamie Bassford, her heirs and assigns forever in fee simple.

And the said party of the first part does hereby covenant to warrant specially the property hereby granted and conveyed, and that he will execute such other and further assurances as may be requisite.

Witness the hand and seal of the above/^{named} Grantor on the day and in the year first above written.

Witness:

Louis Strauss

Isaac Strauss (SEAL)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 14th day of February in the year Nineteen hundred and thirty-three before me the subscriber a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Isaac Strauss and acknowledged the foregoing Deed to be his act and deed.

Witness my hand and seal Notarial.

(Notarial Seal.)

Marie A. Shea, Notary Public.

Recorded 14 February, 1933 at 12 M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the foregoing Deed is truly taken and copied from Liber F. S. R. No. 111 Folio 54, one of the Land Record Books for Anne Arundel County.

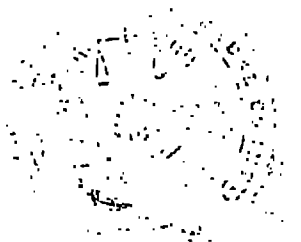
IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 24th day of October A. D., 1956.

George T. Cromwell Clerk.
GEORGE T. CROMWELL, CLERK.



STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the foregoing Deed and Release, is a true copy, per photostat, as recorded in Liber J. H. H. No. 583 Folio 381, one of the Land Record Books for Anne Arundel County.



IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 24th day of October A. D., 1956.

George T. Cromwell. Clerk.
GEORGE T. CROMWELL

FILED
NOV 27 1953
REGISTRY OF DEEDS
FOR ANNE ARUNDEL COUNTY, MD.

In the Matter of the Estate

of

Mamie Bassford
Deceased.

In the Orphans Court
for

Anne Arundel County

No. 11,913 Equity

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I, Paul Bassford Executor of the Estate
of Mamie Bassford
deceased, hereby report to your Honors that no personal assets have come into my hands as such
the following
Executor, that ~~no~~ claims have been filed against said estate;
that I have paid all costs of administration and published notice to creditors. That this action has been
taken solely to procure title to real estate.

I therefore pray this Honorable Court to be excused as such.

Respectfully submitted,

Paul Bassford
~~XXXXXXXXXX~~ Executor

Amount of Inventory of Real Estate		\$1100.00
Notice to Creditors	\$8.00	
Court Costs	11.60	
(These items paid by Howard Bassford)		
Hopping Funeral Home	\$516.90	
paid as follows by		
Howard Bassford	308.25	
Guy Bassford	208.25	
Anne Arundel County Welfare Board	1845.71	
	<u>\$2381.81</u>	

Estate overpaid		<u>1281.81</u>
	<u>\$2381.81</u>	<u>\$2381.81</u>

No inheritance tax due
above claims are liens against real estate

PASSED BY ORDER OF COURT this 1st day of December, 1953

Judges: Orvain E. Orvain
Joseph C. Fowler

FILED

1956 OCT 27 AM 10:50

Exhibit "E" filed with Creditor's Bill.

11,913 Eq. Examined by E. E. Bassford E. K. Howans

filed 1957 Jan 22

STATE OF MARYLAND

Anne Arundel County

I, H. STANLEY CLARK, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the foregoing is a true and full copy of the _____ 1st and final report

_____ in the Estate of _____
Mamie Bassford

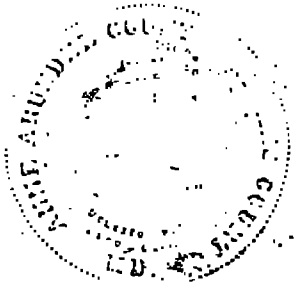
_____ late of said County deceased _____

_____ taken from _____ the original which is
filed, recorded and _____

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I herewith
subscribed my name and affix the seal of said Court
this _____ 6th _____ day of
October _____ in the year of our
Lord, nineteen hundred and fifty -six.

H. Stanley Clark
Register of Wills for Anne Arundel County



ANNE ARUNDEL COUNTY WELFARE BOARD *	NO. 11,913 EQUITY
Annapolis, Maryland	
	*
Complainant	IN THE
	*
versus	CIRCUIT COURT
	*
PAUL BASSFORD	
Spring Grove State Hospital	FOR
Catonsville, Maryland	
	*
Respondent	ANNE ARUNDEL COUNTY
	*

* * * * *

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 9th day of February, 1957, personally appeared the subscriber, Thomas W. Hutchins, of Jewell, Anne Arundel County, Maryland, and made oath in due form of law that he is one of the Tax Assessors for Anne Arundel County, and has been for eleven years; and that he is familiar with the Bassford property, mentioned and described in the above case, and that it consists of approximately .369 acres on the east side of Solomans Island Road, opposite All Hallows Church, with improvement 22 x 14, two story wood shingle. It has no utilities or heat. There is well water and electricity. I feel that I am qualified to state the fair market value of the property, and I accordingly value the land at \$ 400.00 , and the building at \$ 1400.00 , or a total of \$ 1800.00.

Witness:

Myrtle Sturm
Myrtle Sturm

J. Thomas Hutchins (SEAL)
J. Thomas Hutchins

SUBSCRIBED AND SWORN to before me this 9th day of February, 1957.



Myrtle Sturm
Myrtle Sturm Notary Public

FILED

1957 FEB 11 AM 10:18

ANNE ARUNDEL COUNTY WELFARE BOARD *	NO. 11,913 EQUITY
Annapolis, Maryland	
Complainant	IN THE
versus	CIRCUIT COURT
PAUL BASSFORD	
Spring Grove State Hospital	FOR
Catonsville, Maryland	
Respondent	ANNE ARUNDEL COUNTY

* * * * *

DECREE

This cause standing ready for hearing and being submitted, the proceedings were read and considered.

It is thereupon this 11th day of February, 1957, by the Circuit Court for Anne Arundel County, adjudged, ordered and decreed that there is due from the estate of Mamie Bassford unto the Anne Arundel County Welfare Board the sum of One thousand eight hundred forty-five dollars and seventy-one cents (\$1,845.71), with interest thereon from the 16th day of August, 1952, until paid.

And it is further adjudged, ordered and decreed that there is due by the estate of Mamie Bassford to Howard Bassford the sum of Three Hundred eight dollars and twenty-five cents (\$308.25), advanced by him on account of her funeral bill, and that there is due Guy Bassford the amount of Two hundred eight dollars and twenty-five cents (\$208.25), paid by him on account of her funeral bill.

And it is further adjudged, ordered and decreed that the property mentioned in these proceedings be sold, and that Marvin I. Anderson be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows:

He shall first file with the Clerk of the Court a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court or the Clerk thereof, in the penalty

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1957 FEB 11 PM 3:45

of *Twenty-five Hundred Dollars (\$2500.⁰⁰)*
 conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises.

He shall then proceed to make said sale, having given at least three weeks' notice by advertisement, inserted in such newspaper or newspapers published in the County aforesaid, as he shall think proper of the time, place, manner and terms of sale, which terms shall be:

One-half cash on ratification of sale, balance in six months from day of sale, deferred payment to bear interest from day of sale and to be secured to the satisfaction of the said Trustee, or all cash on ratification of sale, at the option of the purchaser, a deposit of Five hundred dollars (\$500.00) to be required of the purchaser on the day of sale.

And as soon as may be convenient after such sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, and not before, the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendant, and those claiming by, from or under them, or either of them; and the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Benjamin Nicholas
 JUDGE

ANNE ARUNDEL COUNTY WELFARE BOARD:
Annapolis, Maryland

NO. 11,913 EQUITY

Complainant

IN THE

versus

CIRCUIT COURT

PAUL BASSFORD
Spring Grove State Hospital
Catonsville, Maryland

FOR

Respondent

ANNE ARUNDEL COUNTY

: : : : : :

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson, of Annapolis, Anne Arundel County, Maryland, as principal and the NATIONAL SUPREMACY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, are held and firmly bound unto the State of Maryland, in the full and just sum of Two thousand five hundred dollars (\$2,500.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents,

Sealed with our seals and dated this 12th day of February, in the year of our Lord one thousand nine hundred and fifty-seven.

WHEREAS, the above bounden Marvin I. Anderson was appointed Trustee by virtue of a Decree of the Honorable the Judge of the Circuit Court for Anne Arundel County, dated February 11, 1957, to make sale of the property mentioned in the proceedings in the case of the Anne Arundel County Welfare Board vs. Paul Bassford, known as No. 11,913 Equity, now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Marvin I. Anderson does and shall well and faithfully perform the trust reposed in him by said decree, or that

1957 FEB 13 AM 10:24

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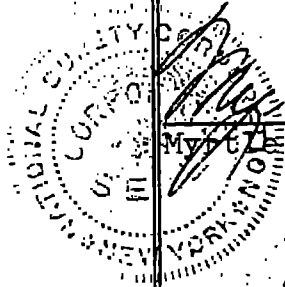
58

may be reposed in him by any future decree or order in the premises,
then the above obligation to be void; otherwise to be and remain in
full force and virtue in law.

Signed, Sealed and delivered
in the presence of

Marvin I. Anderson (SEAL)
Marvin I. Anderson

NATIONAL SURETY CORPORATION



Myrtle Sturm
Myrtle Sturm

By: Marvin I. Anderson
Attorney-in-fact

Bond approved this 13th day of February,
1957.
George T. Cromwell, Clerk.

TRUSTEE'S SALE

of

Valuable fee simple property situated in the First Election District of Anne Arundel County, located on the east side of the Solomon's Island Road near All Hallows' Church. Improved by a two-story frame dwelling.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, passed in a cause in said Court pending, in which the Anne Arundel County Welfare Board is plaintiff and Paul Bassford is defendant (No. 11,913 Equity), the undersigned Trustee will sell at public auction at the Court House Door, at Annapolis, Maryland, on

MARCH 28, 1957, AT 10:30 A. M.

the following property: All that parcel of ground having a frontage on the east side of Solomon's Island Road of 109:89 feet more or less; containing one half of an acre of land, more or less. Improved by a two-story frame dwelling with electricity and pump. Being the same property which was conveyed to Mamie Bassford by Isaac Strauss, by deed dated February 4, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 111, folio 54; saving and excepting therefrom so much which was conveyed by Mamie Bassford to the State Roads Commission of the State of Maryland, by deed dated August 8, 1950, and recorded among the Land Records aforesaid in Liber J. H. H. No. 583, folio 381.

Terms of sale: One-half cash on ratification of sale, balance in six months from day of sale, deferred payment to bear interest from day of sale and to be secured to the satisfaction of the said Trustee, or all cash on ratification of sale, at the option of the purchaser, a deposit of Five hundred dollars (\$500.00 to be required of the purchaser on the day of sale. Taxes and other expenses to be adjusted to day of sale.

Marvin I. Anderson, Trustee
20 West Street
Annapolis, Maryland

No. 17, 913 Equity

we
This is to certify that I have this day purchased at public auction
from Marvin I. Anderson, Trustee, the property herein described at and for
the sum of fifteen hundred twenty five Dollars and agree to comply
with the terms of sale.

Witness our hands and seals this 28th day of March, 1957.
my

Witness:

Marvin I. Anderson

Dorothy E. Ford (SEAL)
E 29. water St 13. N. 13
Phone UN 78814

Vernon E. Ford (SEAL)

Dorothy E. Ford

This is to certify that I have this day sold at public auction
for Marvin I. Anderson, Trustee, the property herein described to
Vernon E. and Dorothy E. Ford, my at and for the sum of fifteen hundred
twenty five - dollars, ~~be~~ they being at that price the highest bidder
therefor.

March, 1957.

Witness:

Marvin I. Anderson

Reid Campbell (SEAL)
Auctioneer

Exhibit No. 1 With Report of Sale

FILED
1957 MAR 29 AM 10:34

ANNE ARUNDEL COUNTY WELFARE BOARD
Annapolis, Maryland

Complainant

vs.

PAUL BASSFORD
Spring Grove State Hospital
Catonsville, Maryland

Respondent

* NO. 11,913 EQUITY

* IN THE

* CIRCUIT COURT

* FOR

* ANNE ARUNDEL COUNTY

* * * * *

REPORT OF SALE

TO the Honorable, the Judges of the Circuit Court for
Anne Arundel County.

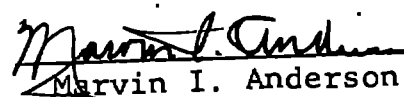
The Report of Marvin I. Anderson, Trustee, appointed by
the decree in this cause, to make sale of the estate therein
mentioned respectfully shows: that after giving bond with security
for the faithful discharge of his trust, as required by said decree,
and giving notice of the time, place, manner and terms of sale by
advertisement in the Maryland Gazette, a newspaper published in
Anne Arundel County, said advertisement being for more than three
successive weeks before the day of sale, he did pursuant to said
notice attend at the Court House Door in the City of Annapolis,
Maryland, on Thursday, the twenty-eighth day of March, 1957, at
10:30 A.M., the time and place mentioned in said advertisement, and
then and there offered the following property mentioned in these
proceedings at public sale, that is to say: All that tract of land
situate, lying and being in the First Election District of Anne
Arundel County and described as follows: Beginning for the same
at a post now standing on the east side of the State Road leading
from All Hallows Church to Annapolis, said post being fixed as the
northeast corner of the lot and running from said post south 55

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1957 MAR 29 AM 10:34

degrees 12 perches to a post in a field, thence south 35 degrees west 6 2/3 perches to a post, thence North 55 degrees West 12 perches to a post now standing on the east side of the aforesaid State Road; thence with the east side of said road north 35 degrees east 6 2/3 perches to place of beginning. Containing and laid out for one-half acre, more or less. Being the same property which was conveyed to Mamie Bassford by Isaac Strauss, by deed dated February 14, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R.No. 111 folio 54. Saving and excepting therefrom so much of said land which was conveyed by Mamie Bassford to the State Roads Commission of the State of Maryland, by deed dated August 8, 1950, and recorded among the Land Records aforesaid in Liber J.H.H.No. 583 folio 381, and being the same property which was devised by the said Mamie Bassford to the said Paul Bassford by her Last Will and Testament duly probated and recorded among the Testamentary Records of Anne Arundel County in Liber R.G.P. No. 4 folio 481, and sold the same to Vernon E. Ford and Dorothy E. Ford, his wife, at and for the sum of Fifteen hundred and twenty-five dollars, they being at that price the highest bidders therefor.

That the said purchasers agree to comply with the terms of sale, agreement of purchasers and certificate of auctioneer marked Exhibit No. 1 with Report of Sale is filed herewith.

All of which is respectfully submitted,


Marvin I. Anderson, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TC WIT:

I hereby certify that on this 29th day of March in the year 1957, before me, the subscriber, a Notary Public of the

State of Maryland in and for the County aforesaid, personally appeared Marvin I. Anderson, Trustee, and made oath in due form of law that the matters and facts set forth in the aforesaid Report of Sale are true as therein set forth, and that said sale was fairly made.

Witness my hand and seal Notarial,


Notary Public

LIBER 105 PAGE 262
ORDER NISI

ANNE ARUNDEL COUNTY WELFARE BOARD
ANNAPOLIS, MARYLAND

versus

PAUL BASSEFORD
Spring Grove State Hospital
Catonsville, Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,913

Equity

Ordered, this 29th day of March, 19 57, That the sale of the property in these proceedings mentioned made and reported by Marvin I. Anderson, Trustee,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of May next.

was

The report states that the amount of sales was \$ 1,525.00

Filed
1957 Mar 29 11:00 A.M.

George T. Cromwell

Clerk.

True Copy.

TEST: Clerk.

(Final Order)

ANNE ARUNDEL COUNTY WELFARE BOARD
ANNAPOLIS, MARYLAND

versus

PAUL BASSFORD
Spring Grove State Hospital
Catonsville, Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of May, 19 57, that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi. passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1957 MAY -8 PM 12:54

Benjamin Nicholson
Judge

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,913 Equity
ANNE ARUNDEL COUNTY WEL-
FARE BOARD, Annapolis, Maryland
Versus

PAUL BASSFORD,
SPRING GROVE STATE HOSPITAL,
Catonsville, Maryland

Ordered, this 20th day of March, 1957,
That the sale of the property in these
proceedings mentioned made and re-
ported by Marvin L. Anderson, Trustee,
BE. RATIFIED. AND. CONFIRMED,
unless cause to the contrary thereof
be shown on or before the 6th day of
May next; Provided, a copy of this
Order be inserted in some newspaper
published in Anne Arundel County,
once in each of three successive weeks
before the 6th day of May next,

The report states that the amount
of sale was \$1,525.00.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:

GEORGE T. CROMWELL, Clerk
A-25

CERTIFICATE OF PUBLICATIONAnnapolis, Md., May 7, 1957

We hereby certify, that the annexed

Order Nisi SaleEq. 11,913Paul Bassford

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4

successive weeks before the 6thday of May, 1957. The firstinsertion being made the 4th day ofApril, 1957.**FILED** THE CAPITAL-GAZETTE PRESS, INC.No. M. C. 12332 1957 MAY -7 PM 2:33 by H. Tilghman

In the Case of

.....Anne Arundel County.

.....Welfare Board.

VS.

.....Paul Bassford.....

In the

Circuit Court

For

Anne Arundel County

No. 11,913

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

.....July 5, 1957.

All of which is respectfully submitted.

Laura K. Eckling
Auditor

FILED

1957 JUL -6 AM 10:04 -

Dr:

Anne Arundel County Welfare Board vs. Paul Bassford

in ac.

To Trustee for Commissions, viz:	77	83	77	83
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	49	50		
Chas, C. Conoway - Sheriff's costs	1	75		
Emanuel Klawans - Examiner's fee	10	00		
Irene Hazel - Stenographer's fee	8	00		
Myrtle Sturm - guardian ad litem's fee	4	00		
Auditor - stating this account	13	50		
			96	75
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	26	25		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Barrett Printing Co. - handbills	12	50		
National Surety Corp. - bond premium	10	00		
Robert H. Campbell - auctioneer's fee	30	00		
Thomas W. Hutchins - appraisal and testimony	15	00		
One-half Federal documentary stamps	1	10		
One-half State documentary stamps	1	10		
Myrtle Sturm - notary fees		50		
			110	45
To Trustee for Taxes, viz:				
1955 State and County taxes and interest	18	32		
Cost of advertising tax sale	11	00		
1956 State and County taxes and interest	19	15		
1967 State and County taxes (\$18.34-adj.)	4	60		
			53	07
To Trustee for Preferred Claims, viz:				
Howard Bassford - amount advanced on account funeral expenses of Mamie Bassford	308	25		
Guy Bassford - amount advanced on account funeral expenses of Mamie Bassford	208	25		
			516	50
To Anne Arundel County Welfare Board - this balance on account claim of \$1,845.71	683	37	683	37
			1,537	97

with

Marvin I. Anderson, Trustee

Cr.

1957

Mar.

28

Proceeds of Sale

Interest on deferred payment

(\$1,025.00) to 6/15/57

1,525 00

12 97

1,537 97

1,537 97

ORDER NISI

Anne Arundel County

Welfare Board

VERSUS

Paul Bassford

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,913

Equity.

1957 JUL -6 AM 10:04

FILED

ORDERED, This.....day of.....July.....19..57.. That the
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the.....^{12th}
day of.....August.....next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of.....three.....successive weeks before the
.....^{15th}.....day of.....August.....next.

George T. Linnell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this.....^{13th}.....day of.....August.....1957, that the
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

Benjamin Nicholson
Judge

FILED

1957 AUG 13 PM 3:20

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATIONAnnapolis, Md., July 30, 1957

We hereby certify, that the annexed

Order nisi Eq. 11,913
Auditor accountPaul Bassford

was published in

Maryland Gazettea newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 3successive weeks before the 12thday of August, 1957. The firstinsertion being made the 11th day ofJuly, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman**Order Nisi**IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,913, Equity
ANNE ARUNDEL COUNTY WEL-
FARE BOARD

Versus

PAUL BASSFORD

Ordered, this 6th day of July, 1957.
That the Report and Account of the
Auditor, filed this day in the above
entitled cause BE RATIFIED AND
CONFIRMED, unless cause to the con-
trary be shown on or before the 12th
day of August next. Provided, a copy
of this Order be inserted in some
newspaper published in Anne Arundel
County, once in each of three succes-
sive weeks before the 12th day of
August next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk
Jy-25

FILED

No. 1957 1007 31 AM 10:17

1

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	OF
LEONARD L. SHORT and	*	BALTIMORE CITY
GERTRUDE I. SHORT, his wife	*	97 C. 216

* * * * *

12,270 Equity

MR. CLERK:

Please docket Suit in the above entitled case
and file the attached mortgage as Petitioner's Exhibit "A".

William C. Rogers
WILLIAM C. ROGERS, Attorney
Named in Mortgage

FILED

1957 AUG 14 PM 3:31

Feb 6 August 1947

LIBER 105 PAGE 270

LIBER 042 PAGE 507

PETITIONER'S EXHIBIT "A"

This Mortgage, Made this 1st day of July, in the year one thousand, nine hundred and fifty-five, between LEONARD L. SHORT and

GERTRUDE I. SHORT, his wife-----
of Anne Arundel County-----, in the State of Maryland, Mortgagor s, and
the FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated,
Mortgagee.

WHEREAS, said Mortgagor s, being members of said body corporate, have received therefrom an advance of NINETY-ONE HUNDRED-----(\$91.00)----- Dollars,
being part of the purchase money for the property hereinafter ^{firstly} described.

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. (6%) per annum in the manner following:

By the payment on or before the first day of each month from date hereof;

(A) of the sum of NINETY ONE (\$91.00)----- Dollars,
being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month; and

(B) of the sum of TWENTY THREE DOLLARS & SEVENTY FIVE CENTS (\$23.75)-----, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagors, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar, the said Mortgagors do ^{the first thereof} grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lots of ground ^{the first thereof} situate and lying in Anne Arundel County in said State, and the second thereof situate and lying in Baltimore City, in said State and described as follows:

THE first thereof being known and designated as Lots Nos. 62 and 63 on the Plat of Carvel Beach which said Plat is duly recorded among the Plat Records of Anne Arundel County in Liber W.N.W. No. 2 folio 20. Known as No. 464 Carvel Road. Said plat is later recorded in Cabinet 1 Rod F Plat 5 and now in Plat Book No. 2 folio 26.

BEING the same lot of ground which by Deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by HELEN M. HEISER, et al unto LEONARD L. SHORT and GERTRUDE I. SHORT, his wife, the within Mortgagors.

BEGINNING for the second thereof on the southeast side of Glyndon Avenue at the distance of two hundred forty-five feet six and one-half inches northeasterly from the northeast corner of Glyndon Avenue and Carey Street said point being in the center of a party wall thence along the southeast side of Glyndon Avenue northeasterly thirteen feet seven and one-half inches to the center of a party wall thence to and through the center of said party wall and continuing the same direction southeasterly seventy feet to the center of a ten foot alley thence in the center thereof

25/39 (2)

southwesterly thirteen feet seven and one-half inches and thence northwesterly to and through the center of the first mentioned wall seventy feet to the place of beginning. The improvements thereon now being known as No. 1225 Glyndon Avenue.

BEING the same lot of ground which by Deed of Assignment dated December 2, 1947 and recorded among the Land Records of Baltimore City in Liber M.L.P. No. 7297 folio 338 was granted and conveyed by THEODORE DAVIS and ETHEL DAVIS, his wife to GERTRUDE I. SHORT, one of the within Mortgagors.

A late charge shall be paid by the Mortgagors in connection with any payment as provided for in this Mortgage which shall not have been paid within twenty days of the date on which it is due amounting to four per centum (4%) of said payment.

It is understood and agreed that the principal of this mortgage may be prepaid in whole or in part at any time, provided that a prepayment charge shall be paid by the Mortgagors amounting to six months interest at the rate herein set forth on that portion of the principal prepaid in any one year which exceeds twenty per centum (20%) of the original principal amount of this mortgage.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said ~~lot~~ ^{secondly described} of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rental of \$ 45.00; payable in equal semi-annual instalments on the 20th days of April and October in each and every year.

TO HAVE AND TO HOLD the said firstly described lot of ground and premises unto the said Mortgagee, its successors and assigns, forever in fee simple.

Provided, however, if the said Mortgagor ~~s~~, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

And the said Mortgagor ~~s~~ for themselves their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagor ~~s~~, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Association, or wherein the association is the beneficiary and which is held by the Association as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor ~~s~~, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor ~~s~~, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (7) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor ~~s~~, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors ~~s~~, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagors ~~the~~ heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor ~~s~~, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do-- hereby (1) declare their assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagors do - hereby (2) also authorize the said Mortgagee, its successors or assigns, or **William C. Rogers**, its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of TWO HUNDRED (\$200.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagors ~~s~~, their heirs, personal representatives, or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagors ~~s~~, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor ~~s~~ covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hand ~~s~~ and seal of the said Mortgagors.

WITNESS

Clayton S. Charewich

CLAYTON S. CHAREWICH

Leonard L. Short

LEONARD L. SHORT

Gertrude I. Short

GERTRUDE I. SHORT

(SEAL)

(SEAL)

105 273

LIBER 942 PAGE 610

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 1st day of July, 1955, before me, the

subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared LEONARD L. SHORT and GERTRUDE I. SHORT, his wife

----- the Mortgagors, named in the foregoing mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the foregoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared STANLEY L. HOLMES, -----

Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration of the foregoing mortgage is true and bona fide as therein set forth, and that he is agent duly authorized to make this affidavit.



Clayton S. Charewich
CLAYTON S. CHAREWICH
Notary Public.

May 6th 1957.

Recorded- 8th July, 1955, at 9 A.M. "O.P."

OP
ANNE ARUNDEL COUNTY AND
BALTIMORE CITY
MORTGAGE

FROM

LEONARD L. SHORT and

GERTRUDE I. SHORT, his wife.

TO

FRATERNITY FEDERAL SAVINGS AND
LOAN ASSOCIATION

1225 Gaydon

BLOCK NO. _____

Received for Record Expy 1957
at 2 o'clock A.M. Same day recorded in
Liber B.T.C. No. 942 Folio 53 etc.,
one of the Spand Records of
A.A. Co. and examined per

GEORGE T. CROMWELL, Clerk.

Cost of Records 10.00

THE SECURITY TITLE GUARANTEE
CORPORATION OF BALTIMORE
The Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

The Dally Record Company, Baltimore, Md.

FILE NO. 272-13 ...
WRITTEN BY M.A.P. ...
FORM APPROVED [Signature] ...
READY FOR RECORD [Signature] ...

43

UNLOCATED

JUL 15 1955
M.L.P. No. 9848010, 53 &c.
ONE OF THE HAND RECORDS OF
BALTIMORE CITY AND EXAMINED.
PER ME LUTHER PITMAN, CLERK

LIBER 105 PAGE 274
Military Affidavit under Soldiers' and Sailors' Civil Relief Act
of 1940 and Amendment thereto of October 6, 1942

WILLIAM C. ROGERS, Attorney.....

Named in Mortgage.....

vs.

LEONARD L. SHORT and.....

GERTRUDE I. SHORT, his wife.....

IN THE
CIRCUIT COURT
OF
BALTIMORE CITY

Docket 17 Folio 91

12,270 County

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in
and for said City, personally appeared William C. Rogers, Attorney Named
In Mortgage

and made oath in due form of law that he (she) knows the defendant herein, and that to
the best of his (her) information, knowledge and belief

(1) said defendant^{are} is not in the military service of the United States,

(2) said defendant^{are} is not in the military service of any nation allied with the United
States,

(3) said defendant^{have} has not been ordered to report for induction under the Selective
Training and Service Act of 1940 as amended,

(4) said defendant^{are} is not a member of the Enlisted Reserve Corps who^{have} has been or-
dered to report for military service.

William C. Rogers
WILLIAM C. Affiant. ROGERS, Attorney
Named in Mortgage

Subscribed and sworn to before me
this 8th day of August 1957

Thomas A. Kelly, Jr.
Notary Public

Thomas A. Kelly, Jr.

**State of Maryland,
City of Baltimore, ss:**

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that
the above is a true copy of the original Petition, Petitioner's Exhibit
"A" and Military Affidavit

now on file in this office in the cause therein entitled as above



1957 AUG 14 PM 3:32

In Testimony Whereof, I hereto set my hand and affix the

seal of the said CIRCUIT COURT, this 12th

day of August A. D., 1957

Henry J. Ripperger
Clerk

PETITION FOR FORECLOSURE

LIBER 105 PAGE 276

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY

No. 12, 134 Equity

GARRETT PARK BUILDING AND

SAVINGS ASSOCIATION OF BALTI-

MORE CITY ~~VS.~~

VS.

AUGUSTA BURNS

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 19th day of Sep't A. D. 1955 the defendant executed and delivered to the plaintiff

a mortgage upon certain leasehold property in the City of Baltimore, therein described, to and fee simple property in Anne Arundel County and therein described secure the payment of the mortgage debt of \$ 7000.00 and interest as therein mentioned,

wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That said mortgage is in default

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

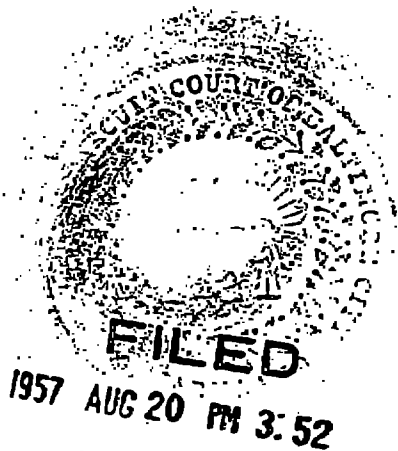
And as in duty, &c.

William Edgar Byrd

**State of Maryland,
City of Baltimore, ss:**

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that
the above is a true copy of the original Petition for Foreclosure

now on file in this office in the cause therein entitled as above



In Testimony Whereof, I hereto set my hand and affix the
seal of the said CIRCUIT COURT, this 9th

day of August A. D., 19 57

Henry J. Ripperger
Clerk.

20 December 1956
This Mortgage. Made this *19th* day of September,
 in the year one thousand nine hundred and fifty-five between AUGUSTA BURNS

Mortgagor and the GARRETT PARK BUILDING & SAVINGS ASSOCIATION, INC.

of Baltimore City, a body corporate, duly incorporated, Mortgagee

WHEREAS, said Mortgagor member of said body corporate, has received therefrom an advance of

Seven thousand dollars
 on *seventy* shares of its stock; part of the purchase money for the hereinafter described property,
 and to secure said advance this mortgage is made.

WHEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of One Dollar,
 said Mortgagor do grant unto said Mortgagee, its successors and assigns, all that lot of ground,
 situate in Baltimore City, known as No. 1527 W. Pratt Street ~~Block~~
 and described as follows:

Beginning for the same on the south side of Pratt Street 58 feet and 8 inches
 west from the west side of Parrish Alley, thence running west, binding
 on the south side of Pratt Street 14 feet 4 inches more or less, to the
 east side of an alley 4 feet wide, thence running southerly binding on the
 east side of said alley 76 feet 5 inches to the south side of an alley
 3 feet wide, thence binding on the south side of said 3 foot alley 14
 feet 4 inches, more or less, thence northerly 76 feet 5 inches to the
 beginning, known as No. 1527 W. Pratt Street, and being the same lot of
 ground conveyed to the above named Mortgagor by a Deed from Francis
 O. Abell and Marguerite Abell, his wife, dated evenly herewith and recorded
 among the Land Records of Baltimore City immediately prior hereto.

AND this Mortgage further witnesses that in consideration of the
 premises and the sum of One Dollar (\$1.00) the said Mortgagor doth grant
 and convey unto the said Mortgagee, its successors and assigns in fee-
 simple, all those two lots of ground situate, lying and being in Anne
 Arundel County in the State of Maryland, and being lots numbered 268 and
 269 on Plat No. 4 of Elvaton Acres, duly recorded among the Plat Records of
 Anne Arundel County in Plat Book No. 20; Plat No. 16.

BEING the same two lots of ground conveyed to the above named Mortgagor
 by a Deed from Charles L. Pumphrey and Edna G. Pumphrey, his wife, dated
 evenly herewith and recorded among the Land Records of Anne Arundel County
 prior hereto.

20656, 2/

9913 PAGE 393

LIBER 977 PAGE 353

TOGETHER with the rights and improvements belonging, or appertaining and the rents, issues and profits thereof. TO HAVE AND TO HOLD said lot of ground and premises unto said mortgagee, its successors or assigns during the residue of the term of years yet to come and unexpired therein with the benefit of renewal forever, subject to the payment of the yearly rent of \$ 43.00, payable semi-annually on the first of January and July in each and every year.

If said Mortgagor shall make the payments and perform the covenants herein on her part contained, then this mortgage shall be void. And said mortgagor for her heirs, executors, administrators and assigns, covenants with said Mortgagee, its successors and assigns, that said mortgaged property is unencumbered save as herein set out; and to pay and perform as follows: To pay the Mortgagee, or its

assigns the weekly sum of *Seventeen* ^{and 50/100} dollars as dues, at its every weekly meeting until the said sum of *Seven* ^{thousand} dollars shall be repaid.

And to pay at the same time, as interest and premium in accordance with the By-Laws of said body corporate, the weekly sum of *Eight dollars and fifty* cents until one hundred ~~250~~ dollars shall be repaid in weekly dues, when said weekly payments of interest and premium shall be reduced *twelve* cents, in accordance with its by-laws, and so on, and as often as one hundred ~~and~~ dollars shall be so repaid in dues, the weekly payments of interest and premium shall be reduced *twelve* cents in accordance with said by-laws; and to pay, in equal weekly sums, all ground rents, water rents, public dues, assessments and charges for which the property hereby mortgaged may become liable when payable; no interest or dividend whereon shall be allowed by the mortgagee; and to pay all fines that may be imposed on her by the said Mortgagee in accordance with its by-laws and to keep the improvements on said property in good repair and fully insured from loss by fire in some company designated by said Mortgagee for its use and to give the policy to be effected thereon to it; all of which payments and covenants shall continue in force until the said advance of *Seventy* ^{thousand} dollars shall be repaid in weekly dues. And in case of any default in any covenants or conditions of this mortgage then the balance due hereunder on said shares shall become due and payable.

In the event of any default by the Mortgagor in making any of the payments required to be made by this Mortgage or by any prior mortgage, the Mortgagee shall be entitled without notice to the Mortgagor, to the immediate appointment of a receiver for the property hereby mortgaged, without regard to the adequacy or inadequacy of the property, as security for the Mortgage debt; and in the event of any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the Mortgagee as additional security. And the mortgagor consents, that a decree be passed, for the sale of the said property, (the sale to take place after a default in any conditions of this Mortgage, or of any prior Mortgage) under the provisions of Article 66 of the Code of Public General Laws of Maryland relative to ~~Sections 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000~~ as amended by mortgages, or any amendment or addition thereto; the Acts of 1898, Chapter 121, of any Supplement thereto, or this Mortgage may be foreclosed under any law or laws of said State of Maryland intended to facilitate the regular or extra-judicial proceedings on Mortgages, as fully, and in the same manner, as if special assent and powers were hereby given and granted. And it is agreed that until default be made in the premises, said Mortgagor shall be permitted to occupy said property in the same manner as if these presents were not executed.

IT IS ALSO AGREED, that as soon as the mortgagors cease to own said mortgaged property or have any interest therein, by voluntary or involuntary alienation, or in any other manner, the amount then owing hereunder on said shares shall fall due, and in default of any payment thereof on demand this mortgage shall be foreclosed and the property sold under the assent herein contained; and it is also further agreed that nothing shall be construed as a waiver of such condition except a writing under seal signed by the President of said body corporate, and that the assent to one change of ownership shall not allow a subsequent change, but that any change in the ownership must be assented to in the manner aforesaid; otherwise the amount owing on said shares shall become due, and in default of payment this mortgage may be foreclosed; the advance on said shares being made on account of the moral risk; the said body corporate reserving the right without notice, to the mortgagors or those claiming under them to release, waive or modify from time to time to any extent this condition.

WITNESS the hand and seal of the Mortgagor :

Witness:

Augusta Burns (SEAL)
Augusta Burns

W. S. Finlayson (SEAL)
W. S. FINLAYSON, Notary Public

State of Maryland, Baltimore City, to wit:

On this 19th day of September one thousand nine hundred and fifty-five before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Augusta Burns, the mortgagor aforesaid and acknowledged the foregoing Mortgage to be her act. At the same time also appeared *Frank O. Abell* the President of the said Mortgagee, and made oath, in due form of law, that the consideration set forth in said Mortgage is true and bona fide, as therein set forth.

AS WITNESS MY HAND and Seal.

Received Nov. 3, 1955, at 9:40 A.M.
Per Wm. Edgar Byrd, Clerk.
Mailed to Wm. Edgar Byrd

W. S. FINLAYSON, Notary Public

Notary Public

MORTGAGE

FROM

Augusta Burns

TO THE

GARRETT PARK BUILDING & SAVINGS

ASSOCIATION, INC. a body corporate

OF BALTIMORE CITY

Block No. 263

SEP 22 1955

Received for Record
at 11:00 o'clock M. Same day recorded
in Liber MDP No. 9413 Folio 392 Sec.
one of the Land Records of Baltimore City,
and examined per

M. LUTHER PITMAN, Clerk.

Cost of Record, \$

William Edgar Byrd
Charles M. Byrd
ATTORNEYS AT LAW
1012 MERCANTILE TRUST BUILDING
BALTIMORE 2, MD.

Received for Record 3 Day
of Nov. 3, 1955, at 9:40 A.M.
and the same day recorded in Liber
G.T.C. No. 9413 Folio 392 Land
Records of Anne Arundel County
GEORGE T. CROMWELL, Clerk

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

DEL-PARR, INCORPORATED,
MARTIN SELDEEN AND
SUE W. SELDEEN, his wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(In Equity)

No. 11,953 Equity

Mr. Clerk:

Please docket the above entitled suit and file among the
papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said Del-Parr,
Incorporated, Martin Seldeen and Sue W.
Seldeen, his wife to Baltimore Federal
Savings and Loan Association, dated May
23rd, 1955 and recorded among the Land Re-
cords of Anne Arundel County in Liber J.H.H.
No. 930 folio 354.



Walter S. Calwell
Attorney Named in Mortgage

FILED
1956 NOV 29 PM 1:16

No. 11,953 Equity



THIS MORTGAGE, Made This 23rd day of May, in the year one thousand, nine hundred and fifty-five, between DEL-PARR, INCORPORATED, a body corporate of the State of Maryland and MARTIN SELDEEN and SUE W. SELDEEN, his wife of the County of *Montgomery*, in the State of Maryland, Mortgagors, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of EIGHTY-SEVEN THOUSAND AND 00/100THS (\$87,000.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of five per cent (5%) per annum in the manner following:

By the payment of Six Hundred Eighty-eight and 00/100ths (\$688.00) Dollars, commencing on the first day of *June*, 1955, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all those two parcels of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEGINNING for the first at a pipe on the southeast side of Riva Road, 30 feet wide; said pipe marks the beginning of the twenty-fifth or South 39 degree 58 minute 10 second East 623.31 foot line of the second or 54.65 acre parcel of land described in that conveyance from Nicholas J. Mandris and wife to Del-Parr, Incorporated, by deed dated September 15, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 864, folio 155. Thence from the point of beginning so fixed, leaving said side of said Riva Road and binding on the outlines of said 54.65 acre parcel the following two courses and distances South 39 degrees 58 minutes 10 seconds East 623.31 feet to a pipe; thence South 73 degrees 53 minutes 00 seconds East 591.99 feet to a pipe; said pipe marks the beginning of the seventh or North 7 degree 58 minute 20 second East 138 foot line of the second or 18.863 acre parcel of land described in that conveyance from The Land Record Holding Company to George W.

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Della and J. Donaldson Parr by deed dated August 15, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 701, folio 481; thence leaving said 54.65 acre parcel and with the outlines of said 18.863 acre parcel, as now corrected for magnetic declination the following three courses and distances: North 16 degrees 07 minutes 00 seconds East 138.00 feet; thence South 73 degrees 53 minutes 00 seconds East 40.00 feet to a pipe; thence along a regular curve to the left having a radius of 261.50 feet, a chord of North 50 degrees 10 minutes 30 seconds East 433.29 feet, a distance of 510.63 feet; said point also marks the beginning of the second or 310.90 foot line of the first or 8.31 acre parcel of land described in the aforementioned conveyance from Mandris to Del-Parr, Incorporated; thence leaving said 18.863 acre parcel and with the second line of said 8.31 acre parcel along a regular curve to the left having a radius of 261.50 feet, a chord North 39 degrees 49 minutes 40 seconds West 292.90 feet, a distance 310.90 feet; thence still binding on the outlines of 8.31 acre parcel the following eleven courses and distances: South 16 degrees 07 minutes 00 seconds West 4.00 feet; thence North 74 degrees 15 minutes 50 seconds West 631.37 feet; thence North 71 degrees 53 minutes 00 seconds West 111.74 feet; thence North 28 degrees 21 minutes 30 seconds West 72.52 feet to intersect the southeast side of Riva Road, 30 feet wide; thence with the southeast side of Riva Road, along an irregular curve having a chord North 60 degrees 51 minutes 40 seconds East 77.92 feet; thence leaving said side of said Road, South 29 degrees 05 minutes 10 seconds East 35.35 feet to a point of tangency; thence along an arc of a curve, having a radius of 73.20 feet and a chord South 51 degrees 27 minutes 50 seconds East 55.33 feet, more or less, to a point of curve; thence South 73 degrees 39 minutes 40 seconds East 391.27 feet; thence North 16 degrees 20 minutes 20 seconds East 213.32 feet to a pipe; thence South 67 degrees 33 minutes 40 seconds East 208.15 feet to a pipe; thence North 15 degrees 36 minutes 00 seconds East 100.14 feet to a pipe; said pipe marks the southernmost corner of that conveyance from Wilfred T. Azar and wife to Del-Parr, Incorporated, by deed dated October 15, 1954 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 887, folio 87; thence leaving said 8.31 acre parcel and with the outlines, as now corrected for magnetic declination, and as now surveyed, the following eight courses and distances: North 67 degrees 22 minutes 50 seconds West 160.01 feet to a pipe; thence North 15 degrees 15 minutes 40 seconds East 125.83 feet to a pipe; thence North 54 degrees 42 minutes 00 seconds West 105.50 feet to a pipe on the southeast side of Riva Road; thence binding on said side of Riva Road the following two courses and distances: North 60 degrees 25 minutes 50 seconds East 75.72 feet to the northwest corner of a brick pier; thence North 53 degrees 59 minutes 50 seconds East 72.62 feet to a pipe at the intersection formed by the said side of Riva Road with the South side of Defense Highway; thence binding on the south side of Defense Highway South 80 degrees 59 minutes 20 seconds East 72.97 feet to a pipe; thence leaving said side of said Highway, South 15 degrees 15 minutes 10 seconds West 160.05 feet to a pipe; thence South 80 degrees 56 minutes 50 seconds East 87.39 feet to a pipe in the fourteenth or North 15 degree 33 minute 40 second East 312.06 foot line of the aforementioned 8.31 acre parcel conveyed to Del-Parr, Incorporated; thence leaving said conveyance from Azar and with the outlines of said 8.31 acre parcel, the following four courses and distances: North 15 degrees 33 minutes 40 seconds East 162.20 feet to intersect the south side of Defense Highway, 40 feet wide; thence binding on said south side of said Highway along an irregular curve the following three chords: South 76 degrees 56 minutes 30 seconds East 46.39 feet; thence South 80 degrees 43 minutes 10 seconds East 50.42 feet; thence South 79 degrees 28 minutes 00 seconds East 47.87 feet; thence leaving said side of said Highway and with the west side of a Right-of-way, previously established, along a regular curve to the right having a radius of 50.00 feet a chord of South 33 degrees 25 minutes 55 seconds East 21.00 feet, a distance 21.16 feet; thence continuing along the west side of said Right-of-Way South 15 degrees 33 minutes 40 seconds West 411.49 feet to a point of tangency; thence along a regular curve to the left having a radius of 252.52 feet, a chord of South 23 degrees 24 minutes 30 seconds East 317.62 feet, a distance 343.50 feet to a point of curve; thence along a tangent South 62 degrees 22 minutes 40 seconds East 8.40 feet to intersect the tenth or North 29 degree 22 minute 40 second East 408.85 foot line of the aforementioned second or 18.863 acre parcel described in that conveyance from The Land Record Holding Company; thence leaving said Right-of-way and with part of the northwest outline of the County Road, 80 feet wide, and with part of said tenth line reversely, as now corrected for magnetic declination, South 37 degrees 31 minutes 20 seconds West 10.15 feet; thence leaving said tenth line and with the southwest

side of the County Road, 80 feet wide, South 62 degrees 22 minutes 40 seconds East 217.69 feet to intersect the last or North 26 degree 35 minute 35 second East 220.00 foot line of that conveyance from Del-Parr, Incorporated, et al, to Richard J. Lyttle and wife by deed dated July 2, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 846, folio 236; thence leaving said side of said Road and binding on part of the outlines reversely as now corrected for magnetic declination, of said conveyance to Lyttle, the following two courses and distances: South 34 degrees 44 minutes 15 seconds West 179.69 feet; thence South 62 degrees 22 minutes 40 seconds East 179.84 feet to intersect the northwest side of a Service Road, 40 feet wide, previously laid out; thence leaving said conveyance to Lyttle and binding on the northwest side of said Service Road South 34 degrees 44 minutes 15 seconds West 790.78 feet to intersect the northeast side of the County Road, 80 feet wide; thence leaving said Service Road and with the County Road North 55 degrees 15 minutes 45 seconds West 382.47 feet to intersect the fifth or North 00 degree 22 minute 20 second East 823.49 foot line of the aforementioned second or 18.863 acre parcel of land from the Land Record Holding Company; thence binding on part of said fifth line reversely, as now corrected for magnetic declination, and with the northwest boundary of said County Road South 8 degrees 31 minutes 00 seconds West 11.15 feet; thence leaving said fifth line and said side of said Road and with the northeast side of a Right-of-Way, previously established the following two courses and distances: North 55 degrees 15 minutes 45 seconds West 637.28 feet; thence North 42 degrees 01 minutes 30 seconds West 687.93 feet to intersect the aforementioned southeast side of Riva Road; thence leaving said Right-of-Way and with the southeast side of Riva Road along an irregular curve the following chord: North 59 degrees 43 minutes 20 seconds East 25.16 feet to the point of beginning. Containing 16.62 acres of land, more or less, within the bounds of this description.

SAVING AND EXCEPTING THEREFROM the following described property: Beginning for the same at a pipe on the southeast side of Riva Road; said pipe marks the beginning of the twenty-fifth or South 39 degree 58 minute 10 second East 623.31 foot line of the second or 54.65 acre parcel of land described in that conveyance from Nicholas J. Mandris and wife to Del-Parr, Incorporated, by deed dated September 15, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 864, folio 155. Thence from the point of beginning so fixed leaving said side of Riva Road and binding on part of the outline of said 54.65 acre parcel South 39 degrees 58 minutes 10 seconds East 40.0 feet; thence leaving said outline South 59 degrees 43 minutes 20 seconds West 23.70 feet to intersect the northeast side of a 60 foot right-of-way previously established; thence binding on said side of said Right-of-Way North 42 degrees 01 minutes 30 seconds West 40.28 feet to intersect the southeast side of Riva Road; thence binding on said side of Riva Road along an irregular curve having a chord North 59 degrees 43 minutes 20 seconds East 25.16 feet to the point of beginning. Containing 0.022 of an acre of land, more or less, within the bounds of this description.

BEGINNING for the second at a point which marks the beginning of the twenty-fifth or South 66 degree 57 minute 00 seconds East 200.00 foot line of the first or 8.31 acre parcel of land described in that conveyance from Nicholas J. Mandris and wife to Del-Parr, Incorporated by deed dated September 15, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 864, folio 155. Thence from the point of beginning so fixed binding on the outlines of said conveyance to Del-Parr, Incorporated the following five courses and distances: South 66 degrees 57 minutes 00 seconds East 200.00 feet; thence South 30 degrees 38 minutes 10 seconds West 48.20 feet; thence South 31 degrees 09 minutes 10 seconds West 78.39 feet; thence South 62 degrees 22 minutes 40 seconds East 1.22 feet; thence South 37 degrees 31 minutes 20 seconds West 172.57 feet; thence leaving said outline and with the east side of a Right-of-Way previously established the following three courses and distances: North 62 degrees 22 minutes 40 seconds West 18.88 feet to a point of tangency; thence along a regular curve to the right having a radius of 192.52 feet, a chord of North 23 degrees 24 minutes 30 seconds West 242.15 feet, a distance 261.88 feet to a point of curve; thence along a tangent North 15 degrees 33 minutes 40 seconds East 116.22 feet; thence leaving said Right-of-Way for a line of division previously made along the south side of a 25 foot Right-of-Way recently proposed South 74 degrees 26 minutes 20 seconds East 69.41 feet to the point of beginning. Containing 1.37 acres of land, more or less, with the bounds of this description.

FOR TITLE of Del-Parr, Incorporated, see the following Deeds:

- (1) Deed dated March 2, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 816, folio 149 from George W. Della, et al.
- (2) Confirmatory Deed dated June 8, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 839, folio 423 from George W. Della, et al.
- (3) Deed dated Sept. 15, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 864, folio 155 from Nicholas J. Mandris and wife, and
- (4) Deed dated October 15, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 887, folio 87 from Wilfred T. Azar and wife.

The said Martin Seldeen and Sue W. Seldeen, his wife join in the execution hereof for the sole purpose of granting and conveying to the Mortgagee herein, and for the purpose of subjecting to the terms and conditions of this Mortgage, any and all interest which they may have in the above described property by virtue of a Contract of Sale dated March 16, 1955 by and between Del-Parr, Incorporated and Martin Seldeen and Sue W. Seldeen, his wife.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January Session in the year 1945 or any supplement thereto.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, forever in fee simple..

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

Provided, however, if the said Mortgagor, his heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and wind-storm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, provided that six months' advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Eight Hundred ^{Seventy} Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hands and seals of the said Mortgagor, its corporate seal of Del-Parr, Incorporated and the signature of J. Donaldson Parr, its President. Witness also the hands and seals of Martin Seldeen and Sue W. Seldeen, his wife.

WITNESS:

DEL-PARR, INCORPORATED

BY: *J. Donaldson Parr*
J. Donaldson Parr, President

Martin Seldeen
Martin Seldeen

Sue W. Seldeen
Sue W. Seldeen

Maurice F. Mackey, Jr.
MAURICE F. MCKEY, JR.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

LIBER 930 PAGE 359

I HEREBY CERTIFY that on this 23rd day of May, 19 55, before me, the subscriber, a Notary Public, of the State of Maryland in and for the city aforesaid, personally appeared

J. Donaldson Parr, President of Del-Parr, Incorporated and

acknowledged the foregoing mortgage to be its corporate act. At the same time and also appeared

Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Maurice F. Mackey, Jr.
MAURICE F. MACKEY, JR., Notary Public.

STATE OF MARYLAND, ~~CITY~~ OF Baltimore, to wit:

I HEREBY CERTIFY that on this 23rd day of May, 1955, before me, the subscriber, a Notary Public, of the State of Maryland in and for the ~~city~~ aforesaid, personally appeared Martin Seldeen and Sue W. Seldeen, his wife and acknowledged the foregoing mortgage to be their act. ~~At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.~~

AS WITNESS my hand and Notarial Seal.

Recorded- 27th May, 1955, at 9 A.M.

Maurice F. Mackey, Jr.
Notary Public.

MORTGAGE

FROM

DEL-PARR, INCORPORATED

MARTIN SELDEEN and

SUE W. SELDEEN, his wife

TO

BALTIMORE FEDERAL SAVINGS

AND LOAN ASSOCIATION

BLOCK NO.

Received for Record 27 May 1955

at 9 o'clock A.M. Same day recorded in

Liberty 277 No. 930 Folio 354 etc.,

one of the Land Records of A.A. Co.

and examined per

JOHN H. HOPKINS, 3rd Clerk

Cost of Record, \$

CALLAHAN AND CALWELL

ATTORNEYS AT LAW

BALTIMORE FEDERAL BUILDING

FAYETTE AND ST. PAUL STREETS

BALTIMORE 2, MD.

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(In Equity)

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

DEL-PARR, INCORPORATED,
MARTIN SELDEEN AND
SUE W. SELDEEN, his wife

PLAINTIFF'S EXHIBIT "A"

No. 11,953 Equity

MILITARY AFFIDAVIT

Docket

folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

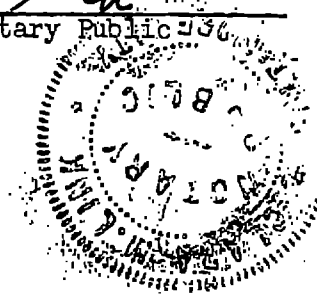
I HEREBY CERTIFY, That on this 28th day
of October 19 56 before me, the subscriber a Notary Public
of the State of Maryland, in and for the City aforesaid, per-
sonally appeared Walter S. Calwell
and made oath in due form of Law that the Defendants
Martin Seldeen and Sue W. Seldeen, his wife
against whom foreclosure proceedings were instituted are
not in the Military Service of the United States or of any
Nation with which the United States is allied in the present
war, that they have not been ordered to report for induction
under the Selective Training and Service Act of 1940, that
they are not members of the Enlisted Reserve Corps, and have
not been ordered to report for service therein, ~~that~~

~~information was the family of the Defendant~~, and that the Affiant's source of
information was the family of the Defendant

Walter S. Calwell
Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public



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WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

DEL-PARR, INCORPORATED

MARTIN SELDEEN AND
SUE W. SELDEEN, his wife

IN THE

ANNE ARUNDEL

Circuit Court for ~~Baltimore~~ County

IN EQUITY.

No. 11,953

11,953

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Associationunder the mortgage from said Del-Parr, Incorporated, Martin Seldeen and Sue W. Seldeen,
his wife
to Baltimore Federal Savings and Loan Associationdated the 23rd day of May, 1955, and recorded among the Land Records
of Anne Arundel County in Liber J.H.H. No. 930 Folio 354Amount of Mortgage \$87,000.00Less - amount paid on principal 4,708.1482,291.86Plus - interest to 3/19/1957 2,617.4084,909.26Plus - overdraft in expense account 376.1285,285.38

CITY

STATE OF MARYLAND, ~~COUNTY~~ OF BALTIMORE, Sct.I HEREBY CERTIFY, that on this 18th day of March in the
year nineteen hundred and fifty-seven, before me, the subscriber a Notary Public
City
of the State of Maryland, in and for said ~~County~~
of Baltimore, personally appeared Joseph M. Hisley, the Vice President of Baltimore
Federal Savings and Loan Association, holder of the Mortgage~~and made oath~~ In the above entitled cause, and made oath that the foregoing is a just and true state-
ment of the amount of the mortgage claim under the mortgage filed in the said cause now remaining
due and unpaid.

WITNESS my hand and Notarial seal.

Clara M. Link
Clara M. Link - Notary PublicFILED
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WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
DEL-PARR, INCORPORATED,
MARTIN SELDEEN AND
SUE W. SELDEEN, his wife

:
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:
:
:
:

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(In Equity)
No. 11,953

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney
Named in Mortgage, dated May 23rd, 1955 and recorded among the Land
Records of Anne Arundel County in Liber J.H.H. No. 930 folio 354
from said Del-Parr, Incorporated, Martin Seldeen and Sue W. Seldeen,
his wife
to the Baltimore Federal Savings and Loan Association, which
Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the
faithful discharge of his trust, which was duly filed and approved,
and having given notice of the time, place, manner and terms of sale by
advertisement inserted in "The Maryland Gazette"
Anne Arundel
in Baltimore County, for more than three successive weeks preceding
the day of sale, Walter S. Calwell, Attorney, under and by virtue
of the power and authority contained in said Mortgage (after default
having occurred thereunder) did, pursuant to said notice, on the
19th day of March, 1957 at two P.M.,
attend on the premises and then and there sold the fee simple
property situate, lying and being in ~~Baltimore County~~
the Second Election District of Anne Arundel County, at Parole, on and
near Defense Highway, Sumerville Road and Forest Drive and parallel to
Maryland Route 2, as described in the aforementioned Mortgage and in
the attached advertisement of sale.

BY TERMS OF SALE, a cash deposit of ~~Ten (10) per cent~~
~~(\$100.00) Dollars~~ was required of the purchaser at the time and
place of sale and taxes and other expenses, including Metropolitan
Sanitary and District liens, if any, be adjusted to day of sale.

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The property was sold to Ralph E. Campbell and Helen E. Campbell, his wife,
in fee simple, at and for the sum of \$89,100.00,
said purchaser being then and there the highest bidder.

Walter S. Calwell

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 19th day of March, 1957
before me, the subscriber, a Notary Public of the State of
Maryland, in and for the City of Baltimore aforesaid, personally
appeared Walter S. Calwell, Attorney Named in Mortgage and
made oath in due form of Law that the facts stated in the foregoing
Report of Sale are true, as therein set forth, and that the sale
thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link

Clara M. Link - Notary Public

Legal Notice

OALLAHAN AND CALWELL
SOLICITORS
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF
VALUABLE FEE SIMPLE LAND, IMPROVED
AND UNIMPROVED
ZONED HEAVY COMMERCIAL
SITUATE AT PAROLE, ANNE ARUNDEL
COUNTY, MARYLAND
FRONTING APPROXIMATELY 800 FEET ON
SERVICE ROAD, PARALLEL TO MARYLAND
ROUTE 2, TO SOLOMON'S ISLAND AND
ALSO FRONTING IN PART ON RIVA
ROAD AND DEFENSE HIGHWAY AND ON
COUNTY ROAD, KNOWN AS SUMERVILLE
ROAD AND IN PART ON ANOTHER COUNTY
ROAD, KNOWN AS FOREST DRIVE EXTENDED,
BOTH COUNTY ROADS CONNECTING WITH
MARYLAND ROUTE 2, IMPROVED BY A
TWO STORY ASBESTOS SHINGLE DWELLING.
THIS LAND HAS UNLIMITED POSSIBILITIES
FOR IMPROVEMENTS, SUCH AS SHOPPING
CENTRE AND VARIOUS OTHER COMMERCIAL
USES

Under and by virtue of the power and authority contained in a Mortgage from Del-Parr, Incorporated, et al to Baltimore Federal Savings and Loan Association, dated May 23rd, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 090 folio 354 (default having occurred thereunder) the undersigned, Attorney will sell at Public Auction on the premises on

**TUESDAY, MARCH 19th, 1957
AT 2 O'CLOCK P.M.**

comprising two fee simple parcels or tracts of land, described as follows:-
BEGINNING for the first at a pipe on the southeast side of Riva Road, 30 feet wide; said pipe marks the beginning of the twenty-fifth or South 39 degrees 58 minutes 10 seconds East 623.31 feet line of the second or 54.05 acre parcel of land described in that conveyance from Nicholas J. Mandria and wife to Del-Parr, Incorporated, by deed dated September 15, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 384, folio 155. Thence from the point of beginning so fixed, leaving said side of said Riva Road and binding on the outlines of said 54.05 acre parcel the following two courses and distances: South 39 degrees 58 minutes 10 seconds East 623.31 feet to a pipe; thence South 73 degrees 53 minutes 00 seconds East 501.00 feet to a pipe; said pipe marks the beginning of the seventh or North 7 degrees 58 minutes 20 seconds East 138 feet line of the second or 18.863 acre parcel of land described in that conveyance from The Land Record Holding Company to George W. Dello and J. Donaldson Parr by deed dated August 15, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 701, folio 481; thence leaving said 54.05 acre parcel and with the outlines of said 18.863 acre parcel, as now corrected for magnetic declination the following three courses and distances: North 18 degrees 07 minutes 00 seconds East 138.00 feet; thence North 75 degrees 53 minutes 00 seconds East 40.00 feet to a pipe; thence along a regular curve to the left having a radius of 261.50 feet, a chord of North 50 degrees 10 minutes 30 seconds East 458.20 feet, a distance of 510.08 feet; said point also marks the beginning of the second or 310.00 foot line of the first or 8.31 acre parcel of land described in the aforementioned conveyance from Mandria to Del-Parr, Incorporated; thence leaving said 18.863 acre parcel and with the second line of said 8.31 acre parcel along a regular curve to the left having a radius of 261.50 feet, a chord North 39 degrees 40 minutes 40 seconds West 292.90 feet, a distance 310.90 feet; thence still binding on the outlines of 8.31 acre parcel the following eleven courses and distances: South 16 degrees 07 minutes 00 seconds West 4.00 feet; thence North 74 degrees 15 minutes 50 seconds West 631.37 feet; thence North 71 degrees 53 minutes 00 seconds West 111.74 feet; thence North 28 degrees 21 minutes 30 seconds West 152 feet to intersect the southeast side of Riva Road, 30 feet wide; thence with the southeast side of Riva Road, along an irregular curve having a chord North 06 degrees 51 minutes 40 seconds East 77.92 feet thence leaving said side of said Road, South 29 degrees 05 minutes 10 seconds East 35.33 feet to a point of tangency; thence along an arc of a curve, having a radius of 73.20 feet and a chord South 31 degrees 27 minutes 50 seconds East 45.33 feet, more or less to a point of curve; thence South 73 degrees 36 minutes 40 seconds East 301.27 feet; thence North 16 degrees 20 minutes 20 seconds East 213.32 feet to a pipe; thence South 67 degrees 24 minutes 40 seconds East 208.15 feet to a pipe; thence North 11 degrees 30 minutes 00 seconds East 100.14 feet to a pipe; said pipe marks the southerlymost corner of that conveyance from Wilfred T. Axar and wife to Del-Parr, Incorporated, by deed dated October 15, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 387, folio 57; thence leaving said 8.31 acre parcel and with the outlines, as now corrected for magnetic declination, and as now surveyed, the following eight courses and distances: North 67 degrees 22 minutes 30 seconds West 100.01 feet to a pipe; thence North 15 degrees 15 minutes 40 seconds East 123.83 feet to a pipe; thence North 54 degrees 42 minutes 00 seconds West 105.50 feet to a pipe on the southeast side of Riva Road; thence binding on said side of Riva Road the following two

courses and distances: North 60 degrees 25 minutes 50 seconds East 75.72 feet to the northwest corner of a brick pier; thence North 63 degrees 59 minutes 50 seconds East 73.62 feet to a pipe at the intersection formed by the said side of Riva Road with the South side of Defense Highway; thence binding on the south side of Defense Highway South 80 degrees 59 minutes 20 seconds East 72.97 feet to a pipe; thence leaving said side of said Highway, South 15 degrees 15 minutes 10 seconds West 160.06 feet to a pipe; thence South 80 degrees 59 minutes 50 seconds East 87.39 feet to a pipe in the fourteenth or North 15 degrees 35 minutes 40 seconds East 312.06 foot line of the aforementioned 8.31 acre parcel conveyed to, Del-Parr, Incorporated; thence leaving said conveyance from Azar and with the outlines of said 8-31 acre parcel, the following four courses and distances: North 15 degrees 33 minutes 40 seconds East 162.20 feet to intersect the south side of Defense Highway, 40 feet wide; thence binding on said south side of said Highway along an irregular curve the following three chords: South 76 degrees 50 minutes 30 seconds East 46.39 feet; thence South 80 degrees 43 minutes 10 seconds East 80.42 feet; thence South 79 degrees 28 minutes 00 seconds East 47.87 feet; thence leaving said side of said Highway and with the west side of a Right-of-Way, previously established, along a regular curve to the right having a radius of 50.00 feet a chord of South 33 degrees 25 minutes 55 seconds East 21.00 feet, a distance 21.16 feet; thence continuing along the west side of said Right-of-Way South 15 degrees 33 minutes 40 seconds West 111.30 feet to a point of tangency; thence along a regular curve to the left having a radius of 252.52 feet, a chord of South 23 degrees 24 minutes 30 seconds East 317.62 feet, a distance 343.56 feet to a point of curve; thence along a tangent South 62 degrees 22 minutes 40 seconds East 8.40 feet to intersect the tenth or North 29 degrees 22 minutes 40 seconds East 408.85 foot line of the aforementioned second or 18.863 acre parcel described in that conveyance from The Land Record Holding Company; thence leaving said Right-of-Way and with part of the northwest outline of the County Road, 80 feet wide; and with part of said tenth line reversely, as now corrected for magnetic declination, South 37 degrees 21 minutes 20 seconds West 10.15 feet; thence leaving said tenth line and with the southwest side of the County Road, 80 feet wide, South 02 degrees 22 minutes 40 seconds East 27.69 feet to intersect the last or North 26 degrees 35 minutes 35 seconds East 250.00 foot line of that conveyance from Del-Parr, Incorporated; at and to Richard J. Lytle and wife by deed dated July 2, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.L.C., No. 846, folio 230; thence leaving said side of said Road and binding on part of the outlines reversely as now corrected for magnetic declination, of said conveyance to Lytle, the following two courses and distances: South 34 degrees 44 minutes 15 seconds West 179.99 feet; thence South 62 degrees 22 minutes 40 seconds East 170.84 feet to intersect the northwest side of a Service Road, 40 feet wide, previously laid out; thence leaving said conveyance to Lytle and binding on the northwest side of said Service Road with the use thereof in common South 34 degrees 44 minutes 15 seconds West 790.78 feet to intersect the northeast side of the County Road, 80 feet wide; thence leaving said Service Road and with the County Road North 55 degrees 15 minutes 43 seconds West 382.47 feet to intersect the fifth or North 00 degrees 22 minutes 20 seconds East 823.49 foot line of the aforementioned second or 18.863 acre parcel of land from the Land Record Holding Company; thence binding on part of said fifth line reversely, as now corrected for magnetic declination, and with the northwest boundary of said County Road South 8 degrees 31 minutes 00 seconds West 11.16 feet; thence leaving said fifth line and said side of said Road and with the northeast side of a Right-of-Way, previously established the following two courses and distances: North 55 degrees 15 minutes 35 seconds West 627.28 feet; thence North 62 degrees 01 minutes 30 seconds West 627.92 feet to intersect the aforementioned southeast side of Riva Road; thence leaving said Right-of-Way and with the southeast side of Riva Road along an irregular curve the following chord: North 69 degrees 48 minutes 20 seconds East 25.10 feet to the point of beginning, containing 10.62 acres of land, more or less, within the bounds of this description.

SAVING AND EXCEPTING THEREFROM the following described property: Beginning for the same at a pipe on the southeast side of Riva Road; said pipe marks the beginning of the twenty-fifth or South 39 degrees 58 minutes 10 seconds East 827.81 foot line of the second or 54.16 acre parcel of land described in that conveyance from Nicholas J. Minardi and wife to Del-Parr, Incorporated, by deed dated September 15, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.L.C., No. 864, folio 133. Thence from the point of beginning so fixed leaving said side of Riva Road and binding on part of the southeast side of said 54.16 acre parcel South 39 degrees 58 minutes 10 seconds East 400 feet; thence leaving said outline South 50 degrees 43 minutes 20 seconds West 237.70 feet to intersect the northeast side of a 60 foot right-of-way previously established; thence binding on said side of said Right-of-Way North 32 degrees 01 minutes 30 seconds West 40.28 feet to intersect the southeast side of Riva Road; thence binding on said Riva Road along an irregular curve having a chord North 59 degrees 42 minutes 20 seconds East 25.16 feet to the point of beginning, containing 0.023 of an acre of land, more or less, within the bounds of this description.

BEGINNING for the second at a point which marks the beginning of the twenty-fifth or South 68 degrees 37 minutes 00 seconds East 200.00 foot line of the first or 3.51 acre parcel of land described in that conveyance from Nicholas J. Minardi and wife to Del-Parr, Incorporated by deed dated September 15, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.L.C., No. 864, folio 133. Thence from the point of beginning so fixed binding on the southeast side of said conveyance to Del-Parr, Incorporated the following two courses and distances: South 68 degrees 37 minutes 00 seconds East 200.00

feet; thence South 30 degrees 23 minutes 10 seconds West 46.20 feet; thence South 31 degrees 02 minutes 10 seconds West 78.59 feet; thence South 62 degrees 22 minutes 42 seconds East 1.22 feet; thence South 37 degrees 31 minutes 20 seconds West 125.7 feet; thence leaving said outline and with the east side of a Right-of-Way previously established the following three courses and distances: North 61 degrees 23 minutes 40 seconds West 18.88 feet to a point of tangency; thence along a regular curve to the right having a radius of 193.53 feet, a chord of North 23 degrees 24 minutes 30 seconds West 243.15 feet, a distance 201.58 feet to a point of curve; thence along a tangent North 15 degrees 33 minutes 40 seconds East 116.22 feet; thence leaving said Right-of-Way for a line of division previously made along the south side of a 25 foot Right-of-Way recently proposed South 74 degrees 20 minutes 20 seconds East 60.41 feet to the point of beginning. Containing 1.37 acres of land, more or less, with the bounds of this description.

A small portion of the lot of ground firstly above described lies at the intersection of Defense Highway and Riva Road, triangular in shape, containing approximately 1/8 of an acre, is subject to covenants and restrictions contained in a Deed from Benjamin F. Sears, et al to Wilford T. Asar, and wife, dated April 11th, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 416 folio 488, which provides against use of said parcel for commercial enterprises.

The properties are subject to the following Rights of Way or Utility Agreements with the Chesapeake and Potomac Telephone Company and the Consolidated Gas Electric Light and Power Company—

(1) Dated October 30th, 1925 and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 17 folio 280

(2) Dated December 18th, 1922 and recorded among the aforesaid Land Records in Liber W. N. W. No. 57 folio 306

(3) Dated September 28th, 1934, and recorded among the aforesaid Land Records in Liber J. W. H. No. 384 folio 550

and also any and all other Utility Agreements of record affecting said parcels or either of them.

Subject, as to the first parcel, to a thirty foot right of way, for use in common running partly along the perimeter of the circle of the Parole Hunt Club property and connecting with the Taylorsville Road leading to Riva as set forth in Deed from Nicholas J. Mandris and wife to Minier M. Jackson, Jr., and wife, dated October 10th, 1950 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 504 folio 378.

The first parcel above described is improved by a two story asbestos shingle dwelling, fronting on Riva Road at Defense Highway.

TERMS OF SALE—The above properties will first be offered separately, and the bid reserved, then offered as an entirety and sold in the manner producing the greatest amount. A cash deposit of ten (10) per cent will be required of the purchaser at the time and place of sale, balance of the purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from the date of sale to day of settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL

Attorney Named in Mortgage

E. T. NEWELL & CO. INC., Auctioneer

AL-14

LIBER 105 PAGE 296
ORDER NISI

WALTER S. CALWELL, Attorney
Named in Mortgage

versus

DELX-PARR, INCORPORATED
MARTIN SELDEEN and
SUE W. SELDEEN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,953

Equity

Ordered, this 19th day of March, 1957, That the sale of the property in these proceedings mentioned made and reported by WALTER S. CALWELL, Attorney Named in Mortgage ~~xxxxxx~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3 day of May next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3 day of May next.

The report states that the amount of sales ~~was~~ was \$89,100.00
Filed 19 Mar. 1957
2:46 P.M.

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WALTER S. CALWELL, Attorney
Named in Mortgage

versus

DELX-PARR, INCORPORATED
MARTIN SELDEEN and
SUE W. SELDEEN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term. 19

ORDERED BY THE COURT, This 7th day of May, 1957, that the sale made and reported by the ~~Attorney~~ ^{Attorney} aforesaid, be and the same ~~is~~ ^{is} hereby Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~same~~ ^{Attorney} be allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1957 MAY -8 PM 12:50

Benjamin M. M. M. Judge

227 ST PAUL STREET
BALTIMORE, MD



no. 11,953
Equity
60 JOHN STREET
NEW YORK, N.Y.

Know All Men by These Presents:

That we.....Walter S. Calwell.....Baltimore Federal Building, Baltimore
.....Maryland,.....as Principal
and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue
of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety,
are held and firmly bound unto the State of Maryland in the full and just sum of.....
EIGHTY-SIX THOUSAND AND 00/100 (\$86,000.00).....Dollars,
to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we
bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally,
firmly by these presents.

Sealed with our seals, and dated this.....15th.....
day of.....March.....in the year nineteen hundred and.....fifty-seven.....

Whereas, the above bounden.....Walter S. Calwell.....

by virtue of the power contained in a Mortgage from.....Del-Parr, Inc., and Martin Seldeen and
Sue W. Seldeen, his wife, to the Baltimore Federal Savings & Loan Association,
bearing date the.....23rd.....day of.....May.....nineteen hundred and.....fifty-five
and recorded among the.....Land.....Records of.....Anne Arundel.....County, in Liber.....J.R.H.....
No.....930....., Folio.....354....., and.....

.....Parole, Anne Arundel County, Maryland
is about to sell the land and premises described in said Mortgage, default having been made in the payment of
the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden.....

.....Walter S. Calwell.....
do and shall well and truly and faithfully perform the trust reposed in.....him.....under the
Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity
in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void,
otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Clara M. Lusk

Attest:

Assistant Secretary - V. N. Mercier

FILED

1957 MAR 19 AM 9:15

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By.....G. Lee Burgess
Vice-President - G. Lee Burgess

Bond approved of March 1957

George F. Rommell
Clerk

no. 11,953
Equity

227 ST. PAUL STREET
BALTIMORE, MD



60 JOHN STREET
NEW YORK, N. Y.

Know All Men by These Presents:

That we Walter S. Calwell Baltimore Federal Building, Baltimore, Maryland

as Principal
and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue
of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety,
are held and firmly bound unto the State of Maryland in the full and just sum of

THIRTY-ONE HUNDRED AND 00/100 (\$3100.00) Dollars.

to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we
bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally,
firmly by these presents.

Sealed with our seals, and dated this 19th

day of March in the year nineteen hundred and fifty-seven

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Del-Parr Incorporated and Martin Seldeen
and Sue W. Seldeen, his wife to the Baltimore Federal Savings & Loan Association
bearing date the 23rd day of May nineteen hundred and fifty-five
and recorded among the Land Records of Anne Arundel County, in Liber J.H.H.
No. 930, Folio 354, and

is about to sell the land and premises described in said Mortgage, ^{Parole Anne Arundel County - Md.} default having been made in the payment of
the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden

Walter S. Calwell

do and shall well and truly and faithfully perform the trust reposed in him under the
Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity
in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void,
otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Walter S. Calwell (Seal)

Clara M. Smith

Attest:

NEW AMSTERDAM CASUALTY COMPANY

V.N. Mercier
Assistant Secretary

G. Lee Burgess
Vice-President

13th approved this 21st day
of March 1957

FILED

1957 MAR 21 AM 9:22

George T. Cromwell
Clerk

Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Legal Notices

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,953, Equity
WALTER S. CALDWELL, Attorney
Named in Mortgage
Versus
DELA-PARR, INCORPORATED MAR-
TIN SELDEN and SUE W. SEL-
DEN, his wife.
Ordered, this 19th day of March, 1957.
That the sale of the property in these
proceedings mentioned made and re-
ported by WALTER S. CALDWELL,
Attorney Named in Mortgage BE RATI-
FIED AND CONFIRMED, unless cause
to the contrary thereof be shown on
or before the 3rd day of May next;
Provided, a copy of this Order be in-
serted in some newspaper published in
Anne Arundel County, once in each of
three successive weeks before the 3rd
day of May next.
The report states that the amount
of sale was \$90,100.00.
GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
A-23

CERTIFICATE OF PUBLICATION

Annapolis, Md., *May 7*, 1957

We hereby certify, that the annexed

Order Nisi - Sale
No. 11,953.
DeLa-Parr, Inc. Martin Selden
Parole Shopping

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for

successive weeks before the

day of *May*, 1957. The first
insertion being made the *2nd* day of
April, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 MAY -7 PM 2:33

No. E.C. *12288*

In the Case of

Walter S. Calwell,
Attorney named in Mortgage

VS.

Del-Parr, Incorporated.

Martin Seldeen and

Sue W. Seldeen, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,953

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them he has stated the within account.

July 17, 1957

All of which is respectfully submitted.

Laura K. Fickling
Auditor

FILED

1957 JUL 19 PM 1:08

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Del-Parr, Incorporated, Martin Seldeen and Sue W. Seldeen, his wife in ac.

To Attorney for Fee, viz:	870	00		
To Attorney for Commissions, viz:	1,684	47	2,554	47
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	50		
Auditor - stating this account	22	50	62	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	340	65		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	75	40		
The News-Post-American -advertising sale	32	50		
The Evening Star - advertising sale	38	88		
Baltimore Photo & Blue Print Co. - adver-				
tising sale		92		
New Amsterdam Casualty Co. - bond premiums	356	40		
E. T. Newell & Co., Inc.-auctioneer's fee	1,166	00		
One-half Federal documentary stamps	49	23		
One-half State documentary stamps	49	22		
Clara M. Link - notary fees	1	25	2,124	45
To Attorney for Taxes, viz:				
1957 State and County taxes - adjusted				
to 3/19/57	290	58	290	58
To Baltimore Federal Savings & Loan Ass'n,				
mortgagee - in full for mortgage claim	85,285	38	85,285	38
To Del-Parr, Incorporated, Martin Seldeen				
and Sue W. Seldeen, his wife, mortgagors-				
this balance	130	44	130	44
			90,447	32

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

[illegible]

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Del-Parr, Incorporated,

Martin Seldeen and

T. Sue W. Seldeen, his wife

No. 11,953

Equity.

In the
CIRCUIT COURT
 For
ANNE ARUNDEL COUNTY

1957 JUL 19 PM 1:08

ORDERED, This 19th day of July, 1957, That the
 Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 22nd
 day of August next; Provided a copy of this Order be inserted in some newspaper
 published in Anne Arundel County, once in each of three successive weeks before the
 22nd day of August next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23rd day of August, 1957, that the
 foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
 to the contrary having been shown, and that the ~~Proctor~~ apply the proceeds accordingly with a due proportion
 of interest as the same has been or may be received.

Matthew J. Evans
 FILED *Judge*

1957 AUG 23 PM 3:20

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATIONAnnapolis, Md., August 6, 1957

We hereby certify, that the annexed

Order Nisi, Eq. 11,453Crediter AccountDel. Parr, Incorporated

was published in

Evening Capitala newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 3successive weeks before the 22ndday of August, 1927. The first
insertion being made the 26th day ofJuly, 1927.

THE CAPITAL-GAZETTE PRESS, INC.

By H. T. Korman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,063, Equity
WALTER S. CROMWELL, Attorney
Named in Mortgage
Versus
DEL. PARR, INCORPORATED
MARTIN SKIDDEEN and SUE W.
SKIDDEEN, his wife
Ordered, this 19th day of July,
1957, That the Report and Account
of the Auditor, filed this day in
the above entitled cause BE RATI-
FIED AND CONFIRMED, unless
cause to the contrary be shown on
or before the 22nd day of August
next. Provided, a copy of this Order
be inserted in some newspaper pub-
lished in Anne Arundel County,
once in each of three successive
weeks before the 22nd day of
August next.
GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
A-3

FILED

No. E.C. 12 1957/AUG -7 AM 11:41

20

V. CHARLES RINAUDO
Assignee
2 W. Preston Street

vs.

CONSTANTINO ANTHONY PROCOPIO, JR. and
VERA A. PROCOPIO, his wife
1618 Bedford Road

IN THE
CIRCUIT COURT OF
ANNE ARUNDEL COUNTY

INEQUITY - No. 12,115

Mr. Clerk:

Please docket the above entitled case and file Petitioner's
Exhibit, "NUMBER ONE".


V. Charles Rinaldo, Attorney

FILED
1957 APR -1 AM 9:49

V. CHARLES RINAUDO, ASSIGNEE	*	IN THE
VS.	*	CIRCUIT COURT OF
CONSTANTINO ANTHONY PROCOPIO, JR. and	*	ANNE ARUNDEL COUNTY
VERA A. PROCOPIO, his wife	*	IN EQUITY
1418 Bedford Road	*	<i>No. 12, 115</i>
	*	

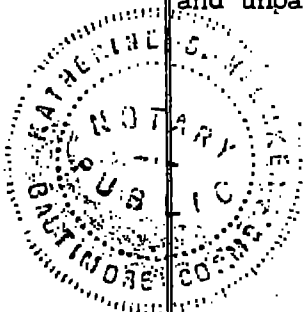
STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Loyola Federal Savings and Loan Association under the mortgage from Constantino Anthony Procopio, Jr. and Vera A. Procopio, his wife, to it dated the 26th day of January, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 997 Folio 487

Original Amount of Loan dated 1/26/56	\$9,400.00	
Paid on account of principal	<u>142.51</u>	
Balance Due		\$9,257.39
Property Expense Balance, Credit		<u>44.30</u>
		\$9,213.09
Interest from October 1, 1956 to March 31, 1957		<u>208.32</u>
		\$9,421.41

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this *28th* day of *March*, in the year nineteen hundred and fifty-seven, before me, the subscriber, a notary public of the State of Maryland, ~~in and for said City~~ ^{COUNTY} of Baltimore, personally appeared James H. Jones, Vice-President of Loyola Federal Savings and Loan Association, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.



Katherine S. Helmer
 Notary Public
 KATHERINE S. HELMER

FILED

1957 APR -1 AM 9:50

MORTGAGE

THIS MORTGAGE, made this
and between

26th

day of January

, A. D. 1956, by

Constantino Anthony Procopio, Jr. and Vera A. Procopio, his wife

of Anne Arundel County

called the Mortgagee, and Loyola Federal Savings and Loan Association

a corporation organized and existing under the laws of the United States
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee*,* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of
Nine thousand four hundred - - - - - Dollars (\$ 9,400.00),
being part of the purchase money for the property hereinafter described, with interest from date at the rate of
four & one-half per centum ($4\frac{1}{2}$ %) per annum until paid, principal and interest being
payable at the office of Loyola Federal Savings and Loan Association, in
Baltimore, Maryland, or at such other place as the holder hereof may
designate in writing delivered or mailed to the Mortgagor, in monthly installments of Forty-seven dollars
and sixty-three cents - - - - - Dollars (\$ 47.63), commencing on the first day of
February, 19 56, and continuing on the first day of each month thereafter until the principal
and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be
due and payable on the first day of January, 19 86. Privilege is reserved to prepay
at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of
one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

Now, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in
Anne Arundel County, in the State of Maryland, to wit:

Being Lot No. 11, Block B, as shown on the Plat of Glen Heights, which Plat is
recorded among the Plat Records of Anne Arundel County in Plat Book No. 26, folio 2.

Being same lot of ground in Assignment dated even date herewith and recorded
among the Land Records of Anne Arundel County prior hereto from Richmer Realty
Corporation to Constantino Anthony Procopio, Jr. and wife.

March 28, 1957

For Value Received Loyola Federal Savings and Loan Association hereby assigns
the within mortgage unto V. Charles Rinaudo.

AS WITNESS the corporate seal of said body corporate and the signature of its
Vice-President, James H. Jones.

WITNESS:

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By James H. Jones
James H. Jones, Vice-President

Richard D. Biggs



FILED

* Delete italicized words if Mortgagee is not a building and loan association.

1957 APR -1 AM 9:50

"The Mortgagor further agrees that should this mortgage and the note secured hereby not be guaranteed or insured under the Servicemen's Readjustment Act of 1944, as amended, within sixty days from the date hereof, the beneficiary or other holder of the note secured hereby may, at its option, declare all sums secured by this mortgage immediately due and payable. The failure to procure such written guarantee or insurance from the Veterans' Administration within sixty days from the date hereof, will be deemed conclusive proof of the inability to secure such guarantee or insurance. This modification was made prior to execution and acknowledgment of this instrument."

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

36" Real Host Gas Range (4 Burner glass oven door)
Whirlpool Automatic washing machine AA 40

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein with the benefit of renewal forever; subject to the payment of the annual rent of \$108.00 payable in equal semi-annual instalments on the 27th days of April and October in each and every year.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
 - (II) interest on the indebtedness secured hereby; and
 - (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance; of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for 30 days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Richard D. Biggs, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above consent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

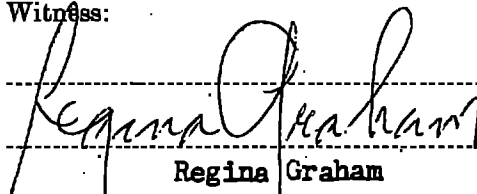
6
 addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of \$94.00 Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.


The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

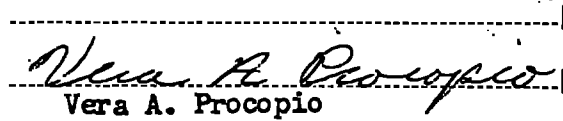
WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:



 Regina Graham


 _____ [SEAL]
 Constantino Anthony Procopio, Jr.


 _____ [SEAL]
 Vera A. Procopio

 [SEAL]

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, V. Charles Rinaudo, Baltimore, Maryland,no. 12, 115
Equity

..... as principal,
and Hartford Accident and Indemnity Company, Hartford, Connecticut a corporation of the State of
Connecticut, as surety, are held and firmly bound unto the State of Maryland, in the full
and just sum of Nine Thousand Five Hundred and NO/100 (\$9,500.00) Dollars,
current money, to be paid to the said State of Maryland, or its certain attorney; to which payment well and
truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and
Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our
seals, and dated this 28th day of March in the year of our Lord one thousand nine
hundred and Fifty-Seven.

WHEREAS, the above bounden V. Charles Rinaudo of Anne Arundel County,
by virtue of a decree of the Honorable the Judge of the Circuit Court No. 2 of Baltimore City, has been ap-
pointed trustee Assignee to sell property situated at 1618 Bedford Road, Glen Burnie, Maryland,
mentioned in the proceedings in the case of V. Charles Rinaudo

vs.

Constantino A. Procopio and Vera A. Procopio, his wife

now pending in said Court:

Now the condition of the above Obligation is such

THAT IF THE ABOVE BOUNDEN V. Charles Rinaudo
do and shall well and faithfully perform the trust reposed in him by said decree, or that
may be reposed in him by any future decree or order in the premises, then the above obligation
to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of

AS TO PRINCIPAL:

Caroline M. SchmidtJessie E. Meyer
Jessie E. Meyer

State of Maryland, Baltimore City, set:

KNOW ALL MEN BY THESE PRESENTS: That the

..... a corporation of the State of

does hereby constitute and appoint

its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character
and description that are or may be required to be filed in the Circuit Court No. 2 of Baltimore City, State of
Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact
shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain
in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said

duly affixed by its Vice-President and attested by its Assistant Secretary, this

Day of, 195....

ATTEST:

By:

Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

FILED

1957 APR -1 AM 9:50

Assistant Secretary

V. CHARLES RINAUDO
~~XXXXXXXXXXXX~~

Assignee

vs.

CONSTANTINO ANTHONY PROCOPIO, JR. and
 VERA A. PROCOPIO, his wife
 1618 Bedford Road

: : : : : : : : : : :

IN THE
 CIRCUIT COURT OF
 ANNE ARUNDEL COUNTY
~~BALTIMORE COUNTY~~

IN EQUITY

no. 12,115 Equity

REPORT OF SALE

V. Charles Rinaudo

The report of ~~Richard D. Biggs~~, Assignee of a mortgage made by
 Constantino Anthony Procopio, Jr. and Vera A. Procopio, to Loyola Federal
 Savings and Loan Association and duly assigned to ~~Richard D. Biggs~~, Assignee,
 V. Charles Rinaudo
 respectfully represents:

THAT acting under the power and authority conferred upon him in the
 said mortgage, which is duly recorded among the Land Records of ~~Baltimore~~
 County in Liber GTC No. 997 Folio 487, and after having complied with
 all the requirements of law and default having been made by the said mortgagors
 in the covenants and conditions of the said mortgage, and after giving notice
 of the time, place, manner and terms of sale by advertisements inserted in
 The Maryland Gazette, a newspaper published in ~~Baltimore~~
 for at least three successive weeks, he did, pursuant to said notice, on the
 premises on May 29, 1957 at 3 o'clock P.M., then
 and there proceed to sell the property mentioned in these proceedings, that
 is to say:

Your Assignee offered at public sale to the highest bidder the
 property mentioned in said mortgage, situate in ~~Baltimore~~
 Maryland, and described as follows:

All that lot or parcel of land situate in the Fifth Election District
 of Anne Arundel County, known as Lot No. 11, Block B, as shown on the Plat of
 Glen Heights, which Plat is recorded among the Plat Records of Anne Arundel
 County in Plat Book No. 26, Folio 2. Improvements known as 1618 Bedford Road.

FILED

1957 JUN -1 AM 9:06


Ground Rent \$108.00 Per Annum

~~in case of \$100.00.~~

AND your Assignee sold the above described property unto
Loyola Federal Savings and Loan Association

for the sum of \$10,000 , it being at that price the highest bidder
therefore, the terms being cash upon ratification of sale by the Court.

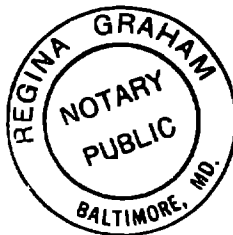
Respectfully submitted,

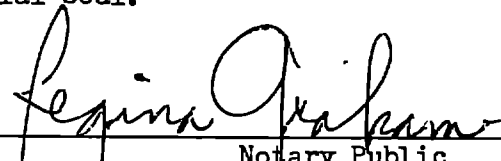

~~Richard C. Rinaudo~~, Assignee
V. Charles Rinaudo

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT: .

I HEREBY CERTIFY That on this 31st day of May
before me, the subscriber, a Notary Public of the State of Maryland, in and
for the City of Baltimore aforesaid, personally appeared V. Charles Rinaudo
~~Richard C. Rinaudo~~,
the Assignee mentioned in the foregoing Report of Sale, and made oath in
due form of law that the matters and facts set forth in the foregoing Report
of Sale are true, to the best of his knowledge and belief, and that said sale
was fairly made.

AS WITNESS my hand and Notarial Seal.




Notary Public

9
FILED

1957 JUN-1 AM 9:06

KNOW ALL MEN BY THESE PRESENTS:

THAT WE V. Charles Rinaudo, Baltimore, Maryland,as principal,
and Hartford Accident and Indemnity Company, Hartford, Connecticut as principal,
and Hartford Accident and Indemnity Company, Hartford, Connecticut as surety, are held and firmly bound unto the State of Maryland, in the fulland just sum of FIVE HUNDRED AND NO/100 (\$500.00) Dollars,
current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well
and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors
and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with
our seals, and dated this 3rd day of June in the year
of our Lord one thousand nine hundred and fifty-seven.WHEREAS, the above bounden V. Charles Rinaudo
by virtue of a decree of the Honorable Judge of the Circuit Court of Anne Arundel County,
appointed trustee Assignee to sell property situated at 1618 Bedford Road, Glen Burnie,
Maryland.mentioned in the proceedings in the case of V. Charles Rinaudo

vs.

Constantino A. Procopio and Vera A. Procopio, his wife
now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN V. Charles Rinaudo
do and shall well and faithfully perform the trust reposed in him by said decree, or that may
be reposed in him by any future decree or order in the premises, then the above obligation to
be void; otherwise to be and remain in full force and virtue in law

AS TO PRINCIPAL:

Carolyn M. SchmidtSigned, sealed and delivered
in the presence ofE. M. Keyser

State of Maryland, Baltimore City, set:

KNOW ALL MEN BY THESE PRESENTS: That the HARTFORD ACCIDENT AND INDEMNITY
COMPANY, of Hartford, a corporation of the State of Connecticut,does hereby constitute and appoint R. W. MULDOON and/or DOUGLAS H. GEER and/or JAMES O.
CLAYTON, JR., of Baltimore, Maryland,its attorneys-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, char-
acter and discription that are or may be required to be filed in the Circuit Court of Anne Arundel County
State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attor-
ney-in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power
shall remain in full force and effect until duly revoked and written notice thereof given.WITNESS the seal of the said HARTFORD ACCIDENT AND INDEMNITY COMPANY
duly affixed by its Vice-President and attested by its Assistant Secretary, this 3rd
day of June, 1957.

ATTEST

Ray A. Dexter, Assistant SecretaryHARTFORD ACCIDENT AND INDEMNITY COMPANYBy: W. H. Wallace, Vice President

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

June 3, 1957HARTFORD ACCIDENT AND INDEMNITY COMPANYRay A. Dexter, Assistant SecretaryBond approved
this 7th day of June, 1957
George T. Cromwell, Clerk

FILED

1957 JUN -7 AM 11:23

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 28, 1957

We hereby certify, that the annexed

Order Nisi - Subj - Eq 12115

Constantino Anthony Procopio, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 8th

day of July, 1957. The first

insertion being made the 6th day of

June, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Lato

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

No. 12,115 Equity

V. CHARLES RINAUDO, Assignee

Vs.

CONSTANTINO ANTHONY PRO-
COPIO, JR., and VERA A. PRO-
COPIO, his wife.

Ordered, this 1st day of June, 1957:
That the sale of the property in these
proceedings mentioned made and re-
ported by V. Charles Rinaudo, Assignee
BE RATIFIED AND CONFIRMED,
unless cause to the contrary thereof be
shown on or before the 8th day of
July next; Provided, a copy of this
Order be inserted in some newspaper
published in Anne Arundel County,
once in each of three successive weeks
before the 8th day of July next.

The report states that the amount of
sale was \$10,000.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

JU-27

FILED

No. M. G. 11967
1957 JUN 29 AM 11:07

V. CHARLES RINAUDO,
Assignee
versus
CONSTANTINO ANTHONY PROCOPIO, JR.
and
VERA A. PROCOPIO, his wife

IN THE
CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

No. 12,115 Equity

Ordered, this 1st day of June, 1957, That the sale of the property in these proceedings mentioned made and reported by V. Charles Rinaudo, Assignee Trustee.

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of July next.

The report states that the amount of sales was \$10,000.00

FILED
1957 JUN-1 AM 9:06

George T. Cromwell, Clerk.

True Copy.

TEST: Clerk.

(Final Order)

V. CHARLES RINAUDO,
Assignee
versus
CONSTANTINO ANTHONY PROCOPIO, JR.
and
VERA A. PROCOPIA, his wife

IN THE
CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th day of July, 1957, that the sale made and reported by the Trustee aforesaid, be and the same hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1957 JUL -9 PM 3:50

Matthew J. Evans
Judge

In the Case of

In the

Circuit Court

For

Anne Arundel County

No. 12,115

Equity

V. Charles Rinaudo,

Assignee

VS.

Constantino Anthony Procopio, Jr.,

and

Vera A. Procopio, his wife

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from then she has stated the within account.

July 15, 1957

All of which is respectfully submitted.

Laura K. Gaskling
Auditor.

FILED

1957 JUL 18 PM 1:55

12

Dr. V. Charles Rinaudo, Assignee vs. Constantino Anthony Procopio, Jr., in ac.
and Vera A. Procopio, his wife

To Assignee for Fee, in lieu of fee and commissions allowed in mortgage, viz:

250 00 250 00

To Assignee for Court costs, viz:

Plaintiff's Solicitor's appearance fee

10 00

Clerk of Court - Court costs

28 00

Auditor - stating this account and three copies

22 50

60 50

To Assignee for Expenses, viz:

Capital-Gazette Press - advertising sale

35 00

Capital-Gazette Press - order nisi (sale)

8 00

Capital-Gazette Press - order nisi (acct)

6 00

The Sun - advertising sale

24 30

Hartford Accident & Indemnity Co. -

bond premium

38 00

additional bond premium

2 00

E. T. Newell & Co., Inc. - auctioneer's fee

25 00

Clerk of Court - recording assignment

1 00

One-half Federal documentary stamps

5 50

One-half State documentary stamps

5 50

Notary fees

2 00

Registered mail

47

152 77

To Assignee for Taxes, viz:

1957 State and County taxes (\$139.34) -
adjusted to 5/29/57

57 25

57 25

To Loyola Federal Savings & Loan Ass'n,
mortgagee - this balance on account
mortgage claim

9,479 48

9,479 48

10,000 00

Amount of mortgage claim filed

9,421 41

Interest on \$9,213.09 from 3/31/57 to
5/29/57 @ 4 1/2% - 59 days

67 95

9,489 36

Cr. Amount allowed above

9,479 48

Balance subject to decree in personam

9 88

with

V. Charles Rinaudo, Assignee

Cr.

1957				
May	29	Proceeds of Sale	10,000 00	10,000 00

			10,000 00
--	--	--	-----------

14

ORDER NISI

LINER 105 PAGE 320

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

V. Charles Rinaudo,

Assignee

VERSUS

Constantino Anthony Procopio, Jr.

and

Vera A. Procopio, his wife

No. 12,115

Equity.

ORDERED, This 18th day of July, 1957, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 26th day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of August next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of September, 1957, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~same~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin H. Michaelson
Judge

FILED

1957 SEP -5 PM 3:26

1957 JUL 18 PM 1:56

FILED

V. CHARLES RINAUDO, ASSIGNEE
2 W. Preston Street
Plaintiff

VS.

CONSTANTINO A. PROCOPIO, JR. and
VERA A. PROCOPIO, his wife
1618 Bedford Road
Defendant

IN THE

CIRCUIT COURT OF

ANNE ARUNDEL COUNTY

IN EQUITY

#12,115 Equity

* * * * *

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 3rd day of ^{September}~~August~~, 1957, before me, the subscriber, a Notary Public, in and for the State of Maryland, City of Baltimore, personally appeared James H. Jones, Vice-President of Loyola Federal Savings and Loan Association and made oath in due form of Law that he knows the defendant herein and that to the best of his information, knowledge and belief

- (1) said defendant is now in the military service of the United States;
- (2) but the said defendant, Constantino A. Procopio, Jr., was an active member of the Armed Service of the United States at the time of the execution of the Mortgage filed as an exhibit herein which per se allows the Plaintiff herein to proceed with this foreclosure proceeding for the sale of the property referred to in said mortgage.

James H. Jones
Affiant
Elizabeth D. Jones
Notary Public

FILED

1957 SEP -4 AM 11:24

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.


HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,115, Equity
V. CHARLES BINAUDO, Assignee
Versus
CONSTANTINO ANTHONY PRO-
COPIO, JR.

and
VERA A. PROCOPIO, his wife

Ordered, this 18th day of July, 1957.
That the Report and Account of the
Auditor, filed this day in the above
entitled cause BE RATIFIED AND
CONFIRMED, unless cause to the con-
trary be shown on or before the 26th
day of August next. Provided, a copy
of this Order be inserted in some
newspaper published in Anne Arundel
County, once in each of three succes-
sive weeks before the 26th day of
August next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST: 
GEORGE T. CROMWELL, Clerk
A-8

CERTIFICATE OF PUBLICATIONAnnapolis, Md., September 4, 1957

We hereby certify, that the annexed

Order Nisi No. 12,115
Auditor account
Constantino Anthony
Procopio, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 3

successive weeks before the 26thday of August, 1957. The firstinsertion being made the 25th day ofJuly, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILEDNo. M. G. 128371957 SEP -5 AM 10:08 Hilghman

V. CHARLES RINAUDO
Assignee
2 W. Preston Street .

VS.

ELDRED CLYDE BEALE, JR. and
ELNORA BEALE, his wife
1603 Furnace Branch Road

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*
*
*

IN THE
CIRCUIT COURT OF
ANNE ARUNDEL COUNTY

IN EQUITY
No. 12,116

Mr. Clerk:

Please docket the above entitled case and file Petitioner's
Exhibit, "NUMBER ONE".

Charles Rinaudo
V. Charles Rinaudo, Attorney

FILED

1957 APR -1 AM 9:50

1055 130

MORTGAGE

THIS MORTGAGE, made this 6th day of August, A. D. 1956, by
and between Eldred Clyde Beale, Jr. and Elnora Beale, his wife

of Anne Arundel County, in the State of Maryland, hereinafter
called the Mortgagor, and Loyola Federal Savings and Loan Association

a corporation organized and existing under the laws of the United States
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, being a member of the Mortgagee,* is justly indebted to the Mortgagee for a loan
contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of
Ten thousand four hundred - - - - - Dollars (\$ 10,400.00 ✓),
being part of the purchase money for the property hereinafter described, with interest from date at the rate of
four & one-half per centum (4½ %) per annum until paid, principal and interest being
payable at the office of Loyola Federal Savings and Loan Association, in
Baltimore, Maryland, or at such other place as the holder hereof may
designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-two dollars
and seventy cents - - - - - Dollars (\$ 52.70 ✓), commencing on the first day of
September, 19 56, and continuing on the first day of each month thereafter until the principal
and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be
due and payable on the first day of August, 19 86. Privilege is reserved to prepay
at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of
one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date
hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment
thereof, with interest, should be secured by the execution of these presents.

Now, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of
One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant,
convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in
Anne Arundel County, in the State of Maryland, to wit:

Being Lot No. 10, Block A, as shown on the Plat of Glen Heights, which Plat is
recorded among the Plat Records of Anne Arundel County in Plat Book No. 26, folio 2.

Being same lot of ground in Assignment dated even date herewith and recorded
among the Land Records of Anne Arundel County prior hereto from Richmer Realty
Corporation to Eldred Clyde Beale, Jr. and wife.

March 28, 1957

For Value Received Loyola Federal Savings and Loan Association hereby assigns
the within mortgage unto V. Charles Rinaudo.

AS WITNESS the corporate seal of said body corporate and the signature of its
Vice-President, James H. Jones.



Richard D. Biggs

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By James H. Jones
James H. Jones, Vice President

FILED

1055 131

"The Mortgagor further agrees that should this mortgage and the note secured hereby not be guaranteed or insured under the Servicemen's Readjustment Act of 1944, as amended, within sixty days from the date hereof, the beneficiary or other holder of the note secured hereby may, at its option, declare all sums secured by this mortgage immediately due and payable. The failure to procure such written guarantee or insurance from the Veterans' Administration within sixty days from the date hereof, will be deemed conclusive proof of the inability to secure such guarantee or insurance. This modification was made prior to execution and acknowledgment of this instrument."

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

36" Meal Host Gas Range #A836G or equal
Whirlpool Automatic washing Machine AA 40

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein with the benefit of renewal forever; subject to the payment of the annual rent of \$108.00 payable in equal semi-annual instalments on the 27th days of April and October in each and every year.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
 - (II) interest on the indebtedness secured hereby; and
 - (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for

30 days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or **Richard D. Biggs**, its duly authorized attorney; after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of \$104.00 Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

Regina Graham
Regina Graham

Eldred Clyde Beale Jr. [SEAL]
Eldred Clyde Beale, Jr.
Elnora Beale [SEAL]
Elnora Beale [SEAL]

STATE OF MARYLAND, City of Baltimore

to wit:

1055 PAGE 133

I HEREBY CERTIFY, That on this *6th* day of August, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Eldred Clyde Beale, Jr. and Elnora Beale, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

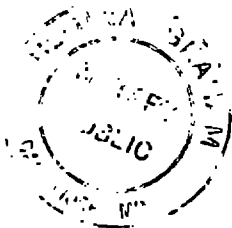
At the same time also personally appeared Charles J. Fleury, the Vice-President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Regina Graham
Regina Graham

Notary Public.

Rec'd for record *Aug 21, 1956*, at *10:57 AM*.
Mailed to *State Title Co., Inc.*



1957 APR -1 AM 9:55
RECORDED IN LIBER 610
10/655 FOLIO 134
GEO. L. FICHMANN, CLERK

State of Maryland
1957 APR 11 12 13

STATE OF MARYLAND
200626
Mortgage
Also index in chattels
FROM
ELDRID CLYDE BEALE, JR. AND WIFE
TO

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION
REC'D FOR RECORD IN
LIBER 610
FOLIO 134
AUG 21 1956
AM 10:57
COST OF RECORD, \$ 15.00
CLERK.

STATE TITLE COMPANY, INC.
2 W. PRESTON ST.
BALTIMORE, MD.
10-10890-4

V. CHARLES RINAUDO, ASSIGNEE	*	IN THE
VS.	*	CIRCUIT COURT OF
ELDRER CLYDE BEALE, JR. and	*	ANNE ARUNDEL COUNTY
ELNORA BEALE, his wife	*	IN EQUITY
1603 Furnace Branch Road	*	<i>no. 12,116</i>
	*	

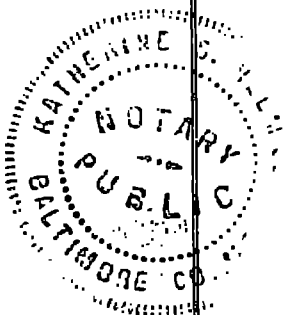
STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Loyola Federal Savings and Loan Association under the mortgage from Edlred Clyde Beale, Jr. and Elnora Beale, his wife to it dated the 6th day of August, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1055 Folio 130

Original Amount of Loan dated 8/6/56	\$10,400.00	
Paid on account of principal	---	
Balance Due		\$10,400.00
Property Expense Balance, Credit		<u>7.44</u>
		\$10,392.56
Interest from Sept. 1, 1956 to March 31, 1957		<u>273.00</u>
		\$10,665.56

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this *28th* day of *March*, in the year nineteen hundred and fifty-seven, before me, the subscriber, a notary public of the State of Maryland, ~~in and for said City~~ ^{COUNTY} of Baltimore, personally appeared James H. Jones, Secretary of Loyola Federal Savings and Loan Association and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.



Katherine S. Helmer
Notary Public
KATHERINE S. HELMER

FILED

1957 APR -1 AM 9:50

KNOW ALL MEN BY THESE PRESENTS:

no. 12,116

Equity

THAT WE, V. Charles Rinaudo, Baltimore, Maryland,

as principal,
and Hartford Accident and Indemnity Company, Hartford, Connecticut, a corporation of the State of Connecticut,

as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eleven Thousand and No/100 (\$11,000.00) Dollars, current money, to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 28th day of March in the year of our Lord one thousand nine hundred and Fifty-Seven.

WHEREAS, the above bounden V. Charles Rinaudo of Anne Arundel County, by virtue of a decree of the Honorable the Judge of the Circuit Court No. 2 of Baltimore City, has been appointed trustee assigned to sell property at 1603 Furnace Branch Road, Glen Burnie, Maryland, mentioned in the proceedings in the case of V. Charles Rinaudo

vs.

Eldred Clyde Beale, Jr. and Elmore Beale, his wife

now pending in said Court:

Now the condition of the above Obligation is such

THAT IF THE ABOVE BOUNDEN V. Charles Rinaudo do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

AS TO PRINCIPAL:

Carolyn M. Schmidt

Jessie E. Meyer

Jessie E. Meyer

State of Maryland, Baltimore City, set:

KNOW ALL MEN BY THESE PRESENTS: That the a corporation of the State of does hereby constitute and appoint

its attorney-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in the Circuit Court No. 2 of Baltimore City, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney-in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said

duly affixed by its Vice-President and attested by its Assistant Secretary, this

Day of , 1957.

Bond approved this 1st day of April 1957. George T. Cromwell, Clerk

ATTEST:

By:

Vice-President

Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

, 19

FILED

1957 APR -1 AM 9:51

Assistant Secretary

V. CHARLES RINAUDO
~~XXXXXXXXXXXX~~,
 Assignee

vs.

ELDRED CLYDE BEALE, JR. and
 ELNORA BEALE, his wife
 1603 Furnace Branch Road

: : : : : : : : : : :

IN THE
 CIRCUIT COURT OF
 ANNE ARUNDEL COUNTY
~~XXXXXXXXXXXX~~
 IN EQUITY

No. 12,116 Equity

REPORT OF SALE

V. Charles Rinaudo

The report of ~~Richard D. Biggs~~, Assignee of a mortgage made by
 Eldred Clyde Beale, Jr. and Elnora Beale, his wife to Loyola Federal
 Savings and Loan Association and duly assigned to V. Charles Rinaudo
~~Richard D. Biggs~~, Assignee,
 respectfully represents:

THAT acting under the power and authority conferred upon him in the
 said mortgage, which is duly recorded among the Land Records of ~~Baltimore~~
 Anne Arundel
 County in Liber GTC No. 1055 Folio 130 , and after having complied with
 all the requirements of law and default having been made by the said mortgagors
 in the covenants and conditions of the said mortgage, and after giving notice
 of the time, place, manner and terms of sale by advertisements inserted in
 The Maryland Gazette , a newspaper published in ~~Baltimore~~
 Anne Arundel
 County, for at least three successive weeks, he did, pursuant to said notice, on the
 premises on May 29, 1957 at 2 o'clock P.M., then
 and there proceed to sell the property mentioned in these proceedings, that
 is to say:

Your Assignee offered at public sale to the highest bidder the
 property mentioned in said mortgage, situate in ~~Baltimore~~
 Anne Arundel
 County, State of
 Maryland, and described as follows:

All that lot or parcel of land situate in the Fifth Election District
 of Anne Arundel County, known as Lot No. 10, Block A, as shown on the Plat of Glen
 Heights, which Plat is recorded among the Plat Records of Anne Arundel County in
 Plat Book No. 26, Folio 2. Improvements known as 1603 Furnace Branch Road.

FILED
 1957 JUN -1 AM 9:06
 1957 JUN -1 AM 9:06

Ground Rent \$ 108.00 Per Annum

~~in Fee Simple~~

AND your Assignee sold the above described property unto
Loyola Federal Savings and Loan Association

for the sum of \$ 9,950 , it being at that price the highest bidder
therefore, the terms being cash upon ratification of sale by the Court.

Respectfully submitted,

V. Charles Rinaudo

~~Richard D. Biggs~~ Assignee
V. Charles Rinaudo

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY That on this *31st* day of *May*
before me, the subscriber, a Notary Public of the State of Maryland, in and
for the City of Baltimore aforesaid, personally appeared *V. Charles Rinaudo*
~~Richard D. Biggs~~,
the Assignee mentioned in the foregoing Report of Sale, and made oath in
due form of law that the matters and facts set forth in the foregoing Report
of Sale are true, to the best of his knowledge and belief, and that said sale
was fairly made.

AS WITNESS my hand and Notarial Seal.



Lepina Graham
Notary Public

9
FILED
1957 JUN -1 AM 9:06
FILED
1957 JUN -1 AM 9:06

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order NisiIN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,116 EquityV. CHARLES RINAUDO, Assignee
Vs.ELDERED CLYDE BEALE, JR., and
ELNOHA BEALE, his wife.

Ordered, this 1st day of June, 1957,
That the sale of the property in these
proceedings mentioned made and re-
ported by V. Charles Rinaudo, Assignee,
BE RATIFIED AND CONFIRMED,
unless cause to the contrary thereof
be shown on or before the 8th day of
July next; Provided, a copy of this
Order be inserted in some newspaper
published in Anne Arundel County,
once in each of three successive weeks
before the 8th day of July next.

The report states that the amount of
sale was \$9,950.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

JU-27

CERTIFICATE OF PUBLICATIONAnnapolis, Md., June 28, 1957

We hereby certify, that the annexed

Order Nisi - Sale - E.g. 12116Elderred Clyde Beale, Jr.

was published in

Maryland Gazettea newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4successive weeks before the 8thday of July, 1957. The firstinsertion being made the 6th day ofJune, 1957

THE CAPITAL-GAZETTE PRESS, INC.

By

Marie Tate**FILED**No. M. G. 11966
1957 JUN 29 AM 11:07

15

V. CHARLES RINAUDO,
Assignee

versus

ELDRED CLYDE BEALE, JR.
and
ELNORA BEALE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,116 Equity

Ordered, this 1st day of June, 1957, That the sale of the property in these proceedings mentioned made and reported by V. Charles Rinaudo, Assignee

~~Text~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of July next.

The report states that the amount of sales ^{was} ~~to be~~ \$ 9,950.00

FILED
1957 JUN-1 AM 9:06

George T. Crommel Clerk.

True Copy.

TEST: Clerk.

(Final Order)

V. CHARLES RINAUDO,
Assignee

versus

ELDRED CLYDE BEALE, JR.
and
ELNORA BEALE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7 day of July, 1957, that the sale made and reported by the ~~Trustee~~ ^{Assignee} aforesaid, be and the same ~~is~~ ^{is} hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ ^{Assignee} allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

11
1957 JUN -9 PM 3:59

Matthew S. Evans

In the Case of

V. Charles Rinaudo,

Assignee

VS.

Eldred Clyde Beale, Jr.,

and

Elnora Beale, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,116

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

July 15, 1957

All of which is respectfully submitted.

Laura K. Fikling
Auditor.

FILED

1957 JUL 18 PM 1:55

12

Dr.

V. Charles Rinaudo, Assignee, vs. Eldred Clyde Beale, Jr.,
and Elnora Beale, his wife

in ac.

To Assignee for Fee, in lieu of fee and commissions allowed in mortgage, viz:	250	00	250	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and three copies	22	50	60	50
To Assignee for expenses, viz:				
Capital-Gazette Press - advertising sale	33	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	25	70		
Hartford Accident & Indemnity Co. - bond premium	44	00		
E. T. Newell & Co., Inc. - auctioneer's fee	25	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	5	50		
Clerk of Court - recording assignment	1	00		
Notary fees	2	00		
Registered mail		47	156	93
To Assignee for Taxes, viz:				
1957 State and County taxes (\$138.95) - adjusted to 5/29/57	57	10	57	10
To Loyola Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	9,425	47	9,425	47
			9,950	00
Amount of mortgage claim filed	10,665	56		
Interest on \$10,392.56 from 3/31/57 to 5/29/57 @ 4 1/2% - 59 days	76	65		
Cr. Amount allowed above	10,742	21		
	9,425	47		
Balance subject to decree in personam	1,316	74		

with

V. Charles Rinaudo, Assignee

Cr.

1957

May

29

Proceeds of Sale

9,950 00

9,950 00

9,950 00

ORDER NISI

LIBER 105 PAGE 337

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

V. Charles Rinaudo,
Assignee
VERSUS
Eldred Clyde Beale, Jr.,
and
Elnora Beale, his wife

No. 12,116

Equity.

ORDERED, This 18th day of July, 1957, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 26th
day of August next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
26th day of August next.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of September, 1957, that the
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown, and that the proceeds apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

George T. Cromwell, Clerk
Benjamin Nicholson
Judge

FILED

1957 SEP -5 PM 3:26

1957 JUL 18 PM 1:55

FILED

15

V. CHARLES RINAUDO, ASSIGNEE
2 W. Preston Street
Plaintiff
VS.

EDLRED CLYDE BEALE, JR. and
ELNORA BEALE, his wife
1403 Furnace Branch Road
Defendants

IN THE
CIRCUIT COURT OF
ANNE ARUNDEL COUNTY
IN EQUITY

12,116 Equity

* * * * *

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 3rd day of ~~August~~^{September}, 1957, before me, the subscriber, a Notary Public, in and for the State of Maryland, City of Baltimore, personally appeared James H. Jones, Vice-President of Loyola Federal Savings and Loan Association and made oath in due form of Law that he knows the defendant herein and that to the best of his information, knowledge and belief

- (1) said defendant is now in the military service of the United States;
- (2) but the said defendant, Eldred Clyde Beale, was an active member of the Armed Service of the United States at the time of the execution of the Mortgage filed as an exhibit herein which per se allows the Plaintiff herein to proceed with this foreclosure proceeding for the sale of the property referred to in said mortgage.

James H. Jones
Affiant

Eugene J. Jones
Notary Public

FILED

1957 SEP -4 AM 11:24

16

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,118, Equity

V. CHARLES RINAUDO, Assignee
Versus

ELDRED CYLDE BEALE, JR.
and

ELNORA BEALE, his wife

Ordered, this 18th day of July, 1957.
That the Report and Account of the
Auditor, filed this day in the above
entitled cause BE RATIFIED AND
CONFIRMED, unless cause to the con-
trary be shown on or before the 26th
day of August next. Provided, a copy
of this Order be inserted in some
newspaper published in Anne Arundel
County, once in each of three succe-
ssive weeks before the 26th day of
August next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
A-8

CERTIFICATE OF PUBLICATIONAnnapolis, Md., September 4, 1957

We hereby certify, that the annexed

Order Nisi No. 12,118in Auditor AccountEldred Clyde Beale, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3successive weeks before the 26thday of August, 1957. The firstinsertion being made the 25th day ofJuly, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILEDNo. M. G. 125351957 SEP -5 AM 10:08 By S. Tilghman

No. 12,050 Equity


WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
JAMES L. HUTCHISON and	*	ANNE ARUNDEL COUNTY
HELEN L. HUTCHISON, his wife	*	

* * * * *

MR. CLERK:

Please docket Suit in the above entitled case
and file Petitioner's Exhibit "A".


WILLIAM C. ROGERS, Attorney
Named in Mortgage


Winson G. Gott, Jr., Lee Bldg. Annapolis
Attorney for Plaintiff

MORTGAGE

PETITIONER'S EXHIBIT "A"

THIS MORTGAGE, made this 2nd day of September, A.D. 1954, by
and between JAMES L. HUTCHISON, and HELEN L. HUTCHISON, his wife, - - - -

of Anne Arundel County - - - - - , in the State of Maryland, hereinafter
called the Mortgagor, and ROWILL TITLE HOLDING CORPORATION, - - - - - ,

a corporation organized and existing under the laws of the State of Maryland, - - - - -
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee*,* is justly indebted to the Mortgagee for a loan
contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of
NINETY-NINE HUNDRED NINETY - - - - - Dollars (\$9,990.00 -),
being part of the purchase money for the property hereinafter described, with interest from date at the rate of
four and one-half - - per centum (- 4½ %) per annum until paid, principal and interest being
payable at the office of ROWILL TITLE HOLDING CORPORATION - - - - - , in
Baltimore, - - - - - Maryland, or at such other place as the holder hereof may
designate in writing delivered or mailed to the Mortgagor, in monthly installments of FIFTY DOLLARS
AND SIXTY-TWO CENTS - - - - - ~~Dollars~~ (\$ 50.62 - -), commencing on the first day of
October - - - , 19 54, and continuing on the first day of each month thereafter until the principal
and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be
due and payable on the first day of September - - - - , 19 84. Privilege is reserved to prepay
at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of
one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date
hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment
thereof, with interest, should be secured by the execution of these presents.

Now, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of
One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant,
convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in
Anne Arundel County - - - - - , in the State of Maryland, to wit:

BEING known and designated as Lot No. 3, as shown on the Plat of
Belvedere Heights, Section 2, which Plat was recorded among the Land
Records of Anne Arundel County on April 1, 1954, in Plat Cabinet No. 4
Rod G-8 Plat No. 7. Situate on the west side of Harmony Avenue.

BEING the same lot of ground which by Deed of Assignment dated
even date herewith and intended to be recorded among the Land Records
of Anne Arundel County immediately prior hereto, was granted and conveyed
by HILDA E. MILLER, unmarried, to JAMES L. HUTCHISON and HELEN L.
HUTCHISON, his wife, the within Mortgagors.

1957
FILED
MAR - 6 AM 11:33

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

AND WHEREAS, it is mutually understood and agreed by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, bathroom fixtures, equipment and accessories, breakfast nook furniture, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, saws, screen doors, blinds, doors, storm windows, storm doors, hardware, wires, switches, electric fixtures, bells, inclosures, and all other waters, plumbing, piping, tubing, laundry tubs, washing machines, ventilating and heating equipment, including, stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage;

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever, subject to the payment of the annual rent of \$84.00, payable half-yearly on the 2nd day of March - and September in each and every year.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
 - (II) interest on the indebtedness secured hereby; and
 - (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty - - days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or WILLIAM C. ROGERS - - - - -, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows: to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of ONE HUNDRED - Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

E. Taylor Boden
E. TAYLOR BODEN

James L. Hutchison
JAMES L. HUTCHISON (SEAL)
Helen L. Hutchison
HELEN L. HUTCHISON (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, - to wit:

LIBER 862 PAGE 70

I HEREBY CERTIFY, That on this 2nd day of September, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared JAMES L. HUTCHISON and HELEN L. HUTCHISON, his wife, - - - - - the above named Mortgagors, and they - - - acknowledged the foregoing mortgage to be their - - - - - act.

At the same time also personally appeared STANLEY L. HOLMES, - - - - - the Agent - - - of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

E. Taylor Boden
Notary Public.

My commission expires May 2nd, 1955. Recorded: Sept. 10, 1954 at 2 P.M.

FOR VALUE RECEIVED, We, ROWILL TITLE HOLDING CORPORATION, hereby assign the within Mortgage to VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION.

WITNESS the corporate seal of ROWILL TITLE HOLDING CORPORATION, and the signature of WILLIAM C. ROGERS, JR., - - - - - Vice-President, duly authorized and attested, this 2nd day of September, 1954.
TEST: ROWILL TITLE HOLDING CORPORATION

BY: *William C. Rogers, Jr.*
WILLIAM C. ROGERS, JR. Vice-President
E. TAYLOR BODEN

Recorded: September 10, 1954 at 2 P.M.

STATE OF MARYLAND

Mortgage

FROM

JAMES L. HUTCHISON and
HELEN L. HUTCHISON, his wife

TO

ROWILL TITLE HOLDING
CORPORATION
ASSIGNED TO
VERMONT FEDERAL SAVINGS AND
LOAN ASSOCIATION.

Received for Record 10 Sept. 1954 at 2 o'clock P.M.
Same day recorded in Liber 862 Folio 63 A.C. &c.
ie of the Land Records of

and examined per

JOHN H. HOPKINS, JR.

Clerk.

Cost of Record, \$
Received for Record 10 Sept. 1954 at 2 o'clock P.M.
and the same day recorded in Liber
J. H. H., No. 862 Fol. 70. Land
Records of Anne Arundel County.
JOHN H. HOPKINS, JR. Clerk

FILE NO. 26257
WRITTEN BY DB
FORM APPROVED DB
READY FOR RECORD DB

WILLIAM C. ROGERS, Attorney * IN THE
 Named in Mortgage * CIRCUIT COURT
 VS * FOR
 JAMES L. HUTCHISON and * ANNE ARUNDEL COUNTY
 HELEN L. HUTCHISON, his wife * No. 12,050 Equity
 * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Vermont Federal Savings and Loan Association under the mortgage from James L. Hutchison and Helen L. Hutchison, his wife to Rowill Title Holding Corporation, dated September 2, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 862, folio 66. (Short assignment to Vermont Federal Savings and Loan Association by Rowill Title Holding Corporation September 2, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 862, folio 70.)

April 2, 1957

James L. Hutchinson and wife
 Lot No. 3, Plat of Belvedere Heights, Sec. 2
 Anne Arundel County, Maryland

Original amount of Loan	\$9,990.00
Interest on Loan from 9/15/54 to 4/2/57	1,138.15
Ground Rent	210.00
Taxes	372.01
Fire Insurance	79.94
	<u>\$11,790.10</u>
Less payments	1,578.05
BALANCE DUE BY MORTGAGORS	<u>\$10,212.05</u>

William M. Dee
 WILLIAM M. DEE, Secretary of
 VERMONT FEDERAL SAVINGS AND LOAN
 ASSOCIATION

William C. Rogers
 WILLIAM C. ROGERS, Attorney
 Named in Mortgage

STATE OF MARYLAND)
) To Wit:
 CITY OF BALTIMORE)

I HEREBY CERTIFY, that on this 9th day of April, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney named in Mortgage and William M. Dee, Secretary of Vermont Federal Savings and Loan Association, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in said cause now remaining due and unpaid.

AS WITNESSES, my hand and Notarial seal.

FILED
 1957 MAY-9 AM 11:58

John J. [Signature]
 Notary Public

WILLIAM C. ROGERS, Attorney *

Named in Mortgage *

VS *

JAMES L. HUTCHISON and. *

HELEN L. HUTCHISON, his wife *

* * * * *

IN THE
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,050 Equity

STATE OF MARYLAND)

CITY OF BALTIMORE)

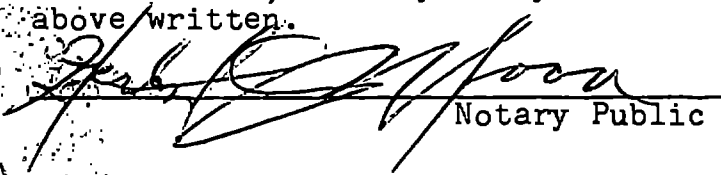
To Wit:

On this 7th day of May, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That James L. Hutchison and Helen L. Hutchison, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry it has been found that the said James L. Hutchison and Helen L. Hutchison, his wife are not in the military service of the United States.


WILLIAM C. ROGERS, Affiant

Sworn to, acknowledged and subscribed to before me, the day and year first above written.


Notary Public

FILED
1957 MAY -9 AM 11:59

LIBER 105 PAGE 347

UNITED STATES

CASUALTY COMPANY

60 JOHN STREET, NEW YORK

No. 12, 050 Equity

Know All Men by These Presents:

That we William C. Rogers
113 E. Baltimore Street, Baltimore 2, Maryland ----- as Principal
 and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue
 of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety,
 are held and firmly bound unto the State of Maryland in the full and just sum of -----
 -----TEN THOUSAND FIVE HUNDRED (\$10,500.00)----- Dollars,
 to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we
 bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally,
 firmly by these presents.

Sealed with our seals, and dated this 5th
 day of April in the year nineteen hundred and fifty-seven.

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a Mortgage from James L. Hutchison and Helen L. Hutchison,
his wife, to Rowill Title Holding Corporation

bearing date the 2nd day of September nineteen hundred and fifty-four
 and recorded among the Land Records of Anne Arundel County, in Liber JHH
 No. 862, Folio 66, and by short assignment to Vermont Federal
Savings and Loan Association, on September 2, 1954 and recorded among the
Land Records of Anne Arundel County, in Liber JHH No. 862, Folio 70---

is about to sell the land and premises described in said Mortgage, default having been made in the payment of
 the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden -----

William C. Rogers

do and shall well and truly and faithfully perform the trust reposed in him under the
 Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity
 in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void,
 otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
 in the presence of

Attest: Herbert C. Moore

G. Lee Burgess, Assistant Secretary

FILED

1957 MAY -9 AM 11:59

William C. Rogers (Seal)

(Seal)

UNITED STATES CASUALTY COMPANY

By J.F. Eierman, Res. Vice President

*Bond approved
 this 9th day of May 1957
 George H. Cronwell, Clerk*

ROBERT H. CAMPBELL

Auctioneer

WINSON G. GOTT, JR., Atty
Lee Building
Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE

Leasehold Property

Situate At Belvedere Heights, Third Election District,
Anne Arundel County

Under and by virtue of a power of sale contained in a mortgage from James L. Hutchison and Helen L. Hutchison, his wife, to Rowill Title Holding Corporation, dated September 2, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 862, folio 66, which Mortgage was assigned by Short Assignment dated September 2, 1954 to Vermont Federal Savings and Loan Association, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland on

SATURDAY, MAY 11, 1957

AT 10:30 A.M.

All that lot of ground and improvements thereon, in the 3rd Election District, known and designated as Lot No. 3 as shown on the Plat of Belvedere Heights, Section 2, which Plat was recorded among the Land Records of Anne Arundel County on April 1, 1954 in Plat Cabinet No. 4, Rod G-8, Plat No. 7. Situate on the west side of Harmony Avenue, and being also known as No. 12 Harmony Avenue. Being the same property which by Deed of Assignment dated September 2, 1954 and recorded in Liber J.H.H. No. 862, folio 64, was granted and conveyed by Hilda E. Miller, unmarried, to said Mortgagors.

Subject to an annual ground rent of \$84.00 payable half-yearly on the 2nd day of March and September. Subject also to pole line agreement recorded in W.M.B. No. 136, folio 469, and subject to the legal operation and effect of any other agreements and restrictions of record.

IMPROVEMENTS: This property is improved by a frame dwelling.

TERMS OF SALE: Cash. A deposit of \$500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

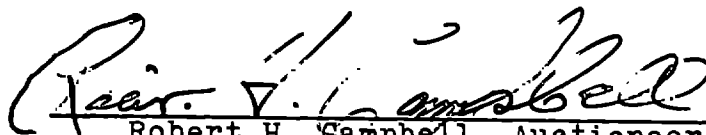
WILLIAM C. ROGERS

Attorney Named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore, Maryland

FILED

1957 MAY 14 AM 11:04

I hereby certify that I have this 11th day of May, 1957, sold the within described property to Vermont Federal Savings and Loan Association at and for the sum of Eight Thousand, Five Hundred Dollars (\$8,500) it being at that figure the highest bidder therefor, and I further certify that said sale was fairly made.


Robert H. Campbell, Auctioneer

I hereby certify that Vermont Federal Savings and Loan Association has on the 11th day of May, 1957, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Eight Thousand, Five Hundred Dollars (\$8,500.00) - - - - - and hereby agrees to comply with the terms of sale as set forth on the reverse side hereof.

VERMONT FEDERAL SAVINGS & LOAN ASSOCIATION

BY 


FILED
1957 MAY 14 AM 11:04

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
JAMES L. HUTCHISON and	*	ANNE ARUNDEL COUNTY
HELEN L. HUTCHISON, his wife	*	No. 12,050 Equity
* * * * *		

REPORT OF SALE

TO THE HONORABLE
THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

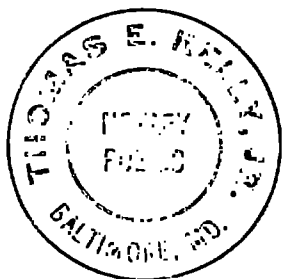
The Report of Sale of William C. Rogers, Attorney named in Mortgage to make sale of property known as Lot #3 - Harmony Avenue, Plat of Belvedere Heights, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of said sale, said Attorney named in Mortgage, William C. Rogers, did pursuant to said notice on Saturday, May 11, 1957 at 10:30 A.M., attend at the Court House Door, and then and there sold at public auction for the highest amount bid the leasehold property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report, unto Vermont Federal Savings and Loan Association at and for the price of \$8,500.00.

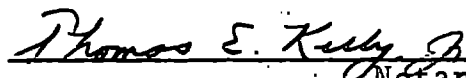

WILLIAM C. ROGERS, Attorney named
in Mortgage

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY That on this 13th day of May, 1957, before me, a subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney named in Mortgage, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.




Notary Public
THOMAS E. KELLY, JR.

FILED

1957 MAY 14 AM 11:04

WINSON G. GOTT, JR., Atty.
Lee Building,
Annapolis, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY SITUATE AT BELVEDERE HEIGHTS, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a mortgage from James L. Hutchison and Helen L. Hutchison, his wife, to Rowell Title Holding Corporation, dated September 2, 1964, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 802, folio 60, which Mortgage was assigned by Short Assignment dated September 2, 1964 to Vermont Federal Savings and Loan Association, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland on

**Saturday, May 11, 1957
at 10:30 A. M.**

ALL that lot of ground and improvements thereon, in the 3rd Election District, known and designated as Lot No. 3 as shown on the Plat of Belvedere Heights, Section 2, which Plat was recorded among the Land Records of Anne Arundel County on April 1, 1964 in Plat Cabinat No. 4, Rod G-8, Plat No. 7. Situate on the west side of Harmony Avenue, and being also

known as No. 12 Harmony Avenue. Being the same property which by Deed of Assignment dated September 2, 1954 and recorded in Liber J. H. H. No. 802, folio 61, was granted and conveyed by Hilda E. Miller, unmarried, to said Mortgagees.

Subject to an annual ground rent of \$81.00 payable half-yearly on the 2nd day of March and September. Subject also to pole line agreement recorded in W. M. B. No. 130, folio 400, and subject to the legal operation and effect of any other agreements and restrictions of record.

IMPROVEMENTS: This property is improved by a frame dwelling.

TERMS OF SALE: Cash. A deposit of \$500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney Named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore, Maryland

ROBERT H. CAMPBELL,

Auctioneer.

M-9

ORDER NISI

LIBER 105 PAGE 352

WILLIAM C. ROGERS, Attorney

Named in Mortgage

versus

JAMES L. HUTCHISON and

HELEN L. HUTCHISON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,050

Equity

Ordered, this 14th day of May

1957, That the sale of the

property in these proceedings mentioned

made and reported by William C. Rogers, Attorney named in Mortgage

~~xxxxxx~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of June next; Provided, a copy of this Order be inserted in some newspaper

published in Anne Arundel County, once in each of three successive weeks before the 24th day of June next.

The report states that the amount of sales ^{was} ~~was~~ \$ 8,500.00

Filed

1957 May 14 AM 11:27

George I. Cromwell

Clerk.

True Copy,

TEST:

Clerk.

(Final Order)

WILLIAM C. ROGERS, Attorney

Named in Mortgage

versus

JAMES L. HUTCHISON and

HELEN L. HUTCHISON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of June

1957

that the sale made and reported by the ~~Trustee~~ aforesaid, be and the same ~~is~~ hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ ^{attorney} allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1957 JUN 25 PM 2:03

Matthew S. Egan
Judge

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,00 Equity
WILLIAM C. ROGERS, Attorney
Named in Mortgage
Vs.

JAMES L. HUTCHISON and HELEN
L. HUTCHISON, his wife.

Ordered, this 14th day of May, 1957,
That the sale of the property in these
proceedings mentioned made and re-
ported by William C. Rogers, Attorney
named in Mortgage BE RATIFIED
AND CONFIRMED, unless cause to the
contrary thereof be shown on or before
the 24th day of June next; Provided, a
copy of this Order be inserted in some
newspaper published in Anne Arundel
County, once in each of three successive
weeks before the 24th day of June next.
The report states that the amount of
sale was \$8,300.00.

GEORGE T. CROMWELL, Clerk.
True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

Ju-6

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1957

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,050

James L. Hutchison

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4

successive weeks before the 24th

day of June, 1957. The first

insertion being made the 16th day of

May, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By

Harold R. Seligman

FILED
No. 1057. JUN 10 76 PM 1:47

In the Case of

William C. Rogers,

Attorney named in Mortgage

VS.

James L. Hutchison

and

Helen L. Hutchison, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,050

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

July 20, 1957.

All of which is respectfully submitted.

Auditor

FILED
1957 JUL 25 AM 9:26

Dr. William C. Rogers, Attorney named in Mortgage vs. James L. Hutchison and Helen L. Hutchison, his wife

in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	287	08	387	08
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	48	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	12	53		
U. S. Casualty Co. - bond premium	42	00		
Robert H. Campbell - auctioneer's fee	25	00		
James Realty Co. - service report	10	00		
One-half Federal documentary stamps	4	68		
One-half State documentary stamps	4	67		
Herbert C. Moore - notary fee	1	00		
Thomas E. Kelly, Jr. - notary fee	50		163	14
To Attorney for Ground Rent, viz:				
Semi-annual ground rent (\$42.00) due 9/2/57 - 2 months 9 days	16	07	16	07
To Vermont Savings & Loan Ass'n, mortgagee-				
this balance on account mortgage claim	8,029	96	8,029	96
			3,647	75
Amount of mortgage claim filed	10,212	05		
Cr. Amount allowed above	8,029	96		
Balance subject to decree in personam	2,182	09		

Cr.

[illegible]

ORDER NISI

LIBER 105 PAGE 357

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

1957 JUL 25 AM 9:26

FILED

William C. Rogers,

Attorney named in Mortgage

VERSUS

James L. Hutchison

and

Helen L. Hutchison, his wife

No. 12,050

Equity.

ORDERED, This 25th day of July, 1957, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 2nd
day of ~~xxxxxx~~ September next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
2nd day of September next.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of September, 1957, that the
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

FILED

1957 SEP -9 PM 4.06

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,060. Equity
WILLIAM C. ROGERS,
Attorney Named in Mortgage
versus
JAMES L. HUTCHISON, and
HELEN L. HUTCHISON, his wife
Ordered, this 25th day of July, 1957,
That the Report and Account of the
Auditor, filed this day in the above
entitled cause, BE RATIFIED AND
CONFIRMED, unless cause to the con-
trary be shown on or before the 2nd
day of September next; Provided, a
copy of this Order be inserted in
some newspaper published in Anne
Arundel County, once in each of three
successive weeks before the 2nd day
of September next.
GEORGE T. CROMWELL, Clerk.
True Copy: TEST:
GEORGE T. CROMWELL, Clerk.
A-15

CERTIFICATE OF PUBLICATIONAnnapolis, Md., September 5, 1957

We hereby certify, that the annexed

Order Nisi E.g. 12,656
Auditor accountJames L. Hutchison

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3successive weeks before the 2ndday of September, 1957. The firstinsertion being made the 1st day ofAugust, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILEDNo. M. G. 12927 1957 SEP -6 PM 12:40H. Tilghman

THE CAPITAL BUILDING AND LOAN
ASSOCIATION OF BALTIMORE CITY

*
*
*
*
*

IN THE CIRCUIT COURT

VS.

FOR

ARTHUR W. BROOKS and
FRANCES L. BROOKS, his wife

ANNE ARUNDEL COUNTY
(In Equity)

ooo000ooo

No. 12,084 Equity

Mr. Clerk:

Please docket the above entitled case, and file the enclosed
mortgage as Plaintiff's Exhibit "A".

John O. Dumlery
John O. Dumlery
Attorney named in Mortgage

FILED

1957 MAR 20 AM 9:34

Vs.

ARTHUR W. BROOKS and
FRANCES L. BROOKS, his wife
in the year
Arthur W. Brooks and Frances L.

Plaintiff's Exhibit "A"

MortgageTHIS MORTGAGE, Made this first day of July, in the year
Nineteen Hundred and Fifty-four, by and between Arthur W. Brooks and Frances L.

Brooks, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the
Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate
of the State of Maryland, hereinafter called the Mortgagee.WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom
an advance or loan of Ten Thousand
Dollars (\$ 10,000.00), said advance or loan having been used in part payment of the purchase money
for the property hereinafter described; andWHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed
money in the said principal sum of Ten Thousand
Dollars (\$ 10,000.00), the said Mortgagor does hereby covenant to repay the same, with interest at the
rate of six per centum (6 %) per annum, computed monthly, unto the Mortgagee,
or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal
and interest) of Eighty-five Dollars (\$ 85.00),
plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other
public charges and assessments, commencing on the first day of August, 1954, and
continuing on the first day of each month thereafter until the principal, interest and such charges as may
be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby
referred to and expressly made a part hereof), are fully paid.The said instalment payments may be applied by the Mortgagee in the following order: (1) to the
payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every
nature and description, ground rent, if any, insurance premiums and other charges affecting the herein-
after described premises; and, (3) towards the payment of the aforesaid principal sum.The said Mortgagor agrees to pay a "late charge" not to exceed four per cent (4%) of any installment
which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved
in handling delinquent payments.AND WHEREAS, this mortgage shall also secure future advances so far as is legally permissible at
the date hereof.THIS mortgage loan may be prepaid, in whole or in part, and when the amount prepaid equals or
exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount
prepaid will be charged as a consideration for the acceptance of such prepayment.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum
of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagordoes hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all that
lot(s) of ground situate, lying and being in the Third District of Anne Arundel County,
State of Maryland, and particularly described as follows:BETNG all that portion of Lots 22 and 23, as shown on the revised Plat No. 2
of Bay Side Beach, situate at the intersection of Lake Drive and the north side of
Summit Road, which is more particularly described in a Deed from George H. Suter and
wife to the herein named Mortgagors, dated of even date herewith, and recorded or
intended to be recorded among the Land Records of Anne Arundel County immediately prior
hereto, to which deed reference is hereby made for the purpose of incorporating herein
the description therein contained in as full and complete a manner as if incorporated
verbatim herein.

FILED

1957 MAR 20 AM 9:34

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto and to the use of the said Mortgagee, its successors and assigns, forever, in fee simple.

Provided, that if the said Mortgagor, his, her or their heirs, personal representatives, successors and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

1. To repay the indebtedness, together with interest, as herein provided.
2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.
3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.
4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.
5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.
6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.
7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.
8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives, successors and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, its duly authorized Attorneys, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

WITNESS:

Antoinette M. Granese
Antoinette M. Granese

Arthur W. Brooks (SEAL)
Arthur W. Brooks
Frances L. Brooks (SEAL)
Frances L. Brooks

____ (SEAL)

____ (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this first day of July, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Arthur W. Brooks and Frances L. Brooks, his wife, known to me to be

the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act:

At the same time also personally appeared Carl F. Dockman, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year aforesaid.

Antoinette M. Granese
Antoinette M. Granese

Notary Public
Notary Public

My commission expires May 2, 1955.

Recorded-10th-July-1954-at-9-A.M.



ANN L ARUNDEL COUNTY

Mortgage

FROM

ARTHUR W. BROOKS

AND WIFE

TO

THE CAPITAL
BUILDING AND LOAN ASSOCIATION
OF BALTIMORE CITY

Received for Record 10 Day
of July 1954, at 9 A.M.
and the same day recorded in Liber
J. H. B. Vol. 464 Land
Records of Anne Arundel County.

JOHN H. HOPKINS, AND Clerk

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland

File No. 12516-T

Property:

Lake Drive and Summit Road

Being part of Lots 22 & 23,
Section "D", Bay Side Bch.
Description approved

Execution approved

THE CAPITAL BUILDING AND LOAN
ASSOCIATION OF BALTIMORE CITY

VS.

ARTHUR W. BROOKS, and
FRANCES L. BROOKS, his wife

ooo000ooo

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
(In Equity)

no. 12,084 Equity

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Carl F. Dockman, President of The Capital Building and Loan Association of Baltimore City and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

- (1) said defendants are not in the military service of the United States
- (2) said defendants are not in the military service of any nation allied with the United States
- (3) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended
- (4) said defendants are not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Carl F. Dockman

Carl F. Dockman,

AFFIANT

Subscribed and sworn to before me

21st

day of

January

1957.

Charles F. Loos

Charles F. Loos,

NOTARY PUBLIC

FILED

1957 MAR 20 AM 9:34

THE CAPITAL BUILDING AND LOAN
ASSOCIATION OF BALTIMORE CITY

IN THE CIRCUIT COURT

VS.

FOR

ARTHUR W. BROOKS, and
FRANCES L. BROOKS, his wife

ANNE ARUNDEL COUNTY
(IN EQUITY)

* - * - * - *

No. 12,084

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage dated July 1, 1954	\$ 10,000.00
Interest from to April 17, 1957	<u>26.69</u>
TOTAL	\$ 10,026.69
Less payments to date	<u>589.39</u>
BALANCE DUE	\$ 9,437.30

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this _____ day of _____, in the year one thousand nine hundred fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Mary C. Bauer, Secretary of The Capital Building and Loan Association of Baltimore City, and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.



Antoinette M. Granese
Antoinette M. Granese NOTARY PUBLIC

My commission expires May 6, 1957

FILED

1957 APR -9 AM 10:17

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE 3

No. 12,084 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler
1406 Fidelity Building
Baltimore 1, Maryland as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand and 00/100 (\$10,000.00)

.....Dollars,
 to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 3rd day of April
 in the year of our Lord 1957

Whereas, the above bounden John O. Dumler

by virtue of the power contained in a mortgage from Arthur W. Brooks and Frances L. Brooks, his wife

to The Capital Building and Loan Association of Baltimore City
 bearing date the 1st day of July, 1954 and recorded
 among the mortgage records of Circuit Court of Anne Arundel County
 in Liber J.H.B. No. 845 Folio 464 and

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden John O. Dumler

do and shall well and truly and faithfully perform the trust reposed in him
 under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden John O. Dumler

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Antoinette M. Grange (SEAL)
John O. Dumler (SEAL)
ANTOINETTE M. GRANGE

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

A. A. McLaughlin By E. V. Shockley
A. A. McLaughlin As to Surety E. V. Shockley Attorney-in-Fact
 MD3228a-500, 1-51 129351
 Mortgagee's or Attorney's Bond
 1957 APR -9 AM 10:17
 approved this 9th day of April 1957
 E. V. Shockley

LIBER 105 PAGE 366

THE CAPITAL BUILDING AND LOAN
ASSOCIATION OF BALTIMORE CITY

VS.

ARTHUR W. BROOKS and
FRANCES L. BROOKS, his wife

ROHLERMAN AND DUMLER,
Solicitors
1408 Fidelity Building
Baltimore 1, Maryland

Mortgage Sale **OF DESIRABLE FEE** **SIMPLE RESIDENTIAL** **PROPERTY**

At the Northwest corner of Summit
Road and Lake Drive at Bay Side
Beach, Third District of Anne Arun-
del County.

Under and by virtue of the power
and authority contained in a mortgage
from Arthur W. Brooks and Frances L.
Brooks, his wife to The Capital Build-
ing and Loan Association of Baltimore
City dated July 1, 1954 and recorded
among the Land Records of Anne Arun-
del County in Liber J. H. H. No. 846,
folio 464, (default having occurred
thereunder), the undersigned, the at-
torney named in said mortgage, will
sell at public auction of the premises,
on

Thursday, April 18, 1957
at 2:30 o'clock P. M.

all that lot of ground situate and lying
in the third district of Anne Arundel
County, State of Maryland and being
described as follows:

BEGINNING for the same at the
corner formed by the intersection of
the east side of Lake Drive and the
north side of Summit Road, and at the
southeast corner of Lot No. 23, as laid
out of the Revised Plat No. 2 of Bay
Side Beach, recorded among the Plat
Records of Anne Arundel County in
Plat Book F. S. R. No. 5, folio 7, new
reference Cabinet 1, Rod A-7, Plat 7;
and running thence binding on the
west side of Lake Drive and on the
easternmost boundary of Lot No. 23 on
the aforesaid plat, a distance of one
hundred feet to a pipe set at the south-
easternmost boundary line of the lot
of ground described in a deed from the
said George A. Suter and wife to Ham-
phries, recorded among the Land
Records of Anne Arundel County on
October 3, 1950, in Liber J. H. H. No.
788, folio 547; and running thence
bounding on the southernmost bound-
ary of said lot, South eighty-nine de-
grees forty-three minutes west eighty-
six and eighty-eight one-hundredths
feet (S 80°43' W 80.88') to a pipe, and
South seventy-eight degrees forty-five
minutes west fifty-six and sixteen one-
hundredths feet (S 78° 45' W 56.16') to
a pipe set in the westernmost outline of
Lot No. 22 on the aforesaid plat; thence
binding on said western outline South
twenty degrees thirteen minutes east
one hundred two feet (S 20° 13' E 102'),
more or less, to the north side of Sum-
mit Road; thence binding on the north
side of Summit Road, North eight-six
degrees seventeen minutes east one
hundred ten feet (N 86° 17' E 110') to
the place of beginning.

BEING a portion of Lots Numbered
Twenty-two (22) and Twenty-three
(23), as laid out on the aforesaid lot.
The above property is in fee simple
and is improved by a one and a half
story frame dwelling. The property is
subject to Bay Side Beach restrictions
which are of record.

TERMS OF SALE: A cash deposit of
\$500.00 will be required of the pur-
chaser at the time and place of sale.
Balance of purchase money upon final
confirmation of sale by the Circuit Court
for Anne Arundel County, to bear in-
terest from day of sale to date of set-
tlement. Taxes and all other public
charges to be adjusted to day of sale.

JOHN O. DUMLER,

Attorney named in Mortgage.

E. T. NEWELL & COMPANY, INC.,
Auctioneers.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
(In equity)

10.12.084.

Spent

ooo000ooo

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this
18th day of April , 1957, sold the
property described in the attached adver-
tisement of sale at and for the sum of
\$ 8400⁰⁰ to The Capital Building and
Loan Association of Baltimore City
it being at that figure the highest bidder
therefor, and I further certify that the
said sale was fairly made.

E.T. NEWELL & COMPANY INC.

BY:

John M. Miller, Jr.
John M. Miller, Jr. Auctioneer

PURCHASER'S AGREEMENT

We hereby certify that we have this
18th day of April , 1957, purchased the
property described in the attached adver-
tisement of sale from John O. Dumler, Attor-
ney named in mortgage, at and for the sum
of \$ 8400.00 and hereby agree to
comply with the terms of sale as set forth
in the attached advertisement of sale.

TEST:

Antoinette M. Granese
Antoinette M. Granese THE CAPITAL BUILDING AND
LOAN ASSOCIATION OF
BALTIMORE CITY

Charles F. Loos, 2 Pres
Charles F. Loos, 2 Pres

(PURCHASERS)

1957 APR 18 AM 9:24

THE CAPITAL BUILDING AND LOAN
ASSOCIATION OF BALTIMORE CITY

vs.

ARTHUR W. BROOKS, and
FRANCES L. BROOKS, his wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
(In Equity)

no. 12,064.

6 equity

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

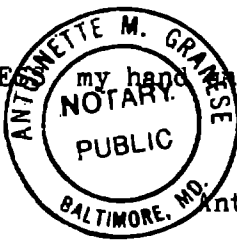
The report of sale of John O. Dumler, Attorney named in the mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capital Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage, did, pursuant to said notice on the Eighteenth day of April, 1957 at 2:30 P.M. sell on the premises, the aforesaid fee simple property unto The Capital Building and Loan Association of Baltimore City at and for the sum of Eighty-four Hundred (\$8400.00) Dollars cash, the said The Capital Building and Loan Association of Baltimore City having offered the greatest price therefor.

John O. Dumler
John O. Dumler
Attorney named in Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify, that on this 22nd day of April in the year one thousand nine hundred and fifty-seven, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

AS WITNES my hand and Notarial Seal.



Antoinette M. Granese
Antoinette M. Granese Notary Public
My commission expires May 6, 1957

FILED
1957 APR 23 AM 9:23

THE CAPITAL BUILDING AND LOAN
ASSOCIATION OF BALTIMORE CITY

versus

ARTHUR W. BROOKS, and
FRANCES L. BROOKS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,084

Equity

Ordered, this 23d day of April, 1957, That the sale of the property in these proceedings mentioned made and reported by JOHN O. DUMLER, Attorney Named in Mortgage ~~XXXXXX~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of May next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of May next.

was

The report states that the amount of sales ~~XXXX~~ \$8400.00

George T. Cromwell Clerk.

True Copy,

Filed 1957 April 23, 10:00A.

TEST: Clerk.

(Final Order)

THE CAPITAL BUILDING AND LOAN
ASSOCIATION OF BALTIMORE CITY

versus

ARTHUR W. BROOKS, and
FRANCES L. BROOKS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of June, 1957, that the sale made and reported by the ~~Attorney~~ *Attorney* aforesaid, be and the same ~~is~~ *is finally* hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause: and the ~~Attorney~~ *Attorney* allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Richardson
Judge.

FILED
1957 JUN 14 PM 3:44

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,084 Equity
THE CAPITAL BUILDING AND
LOAN ASSOCIATION OF BALTI-
MORE CITY

Vs.

ARTHUR W. BROOKS, and FRANCES
L. BROOKS, his wife

Ordered, this 23rd day of April, 1957,
That the sale of the property in these
proceedings mentioned made and re-
ported by JOHN O. DUMLER, Attorney
Named in Mortgage BE RATIFIED
AND CONFIRMED, unless cause to
the contrary thereof be shown on or
before the 27th day of May next; Pro-
vided, a copy of this Order be inserted
in some newspaper published in Anne
Arundel County, once in each of three
successive weeks before the 27th day
of May next.

The report states that the amount of
sale was \$8,400.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

M-16

CERTIFICATE OF PUBLICATIONAnnapolis, Md., June 14, 1957

We hereby certify that the annexed

Order Nisi SaleEq. 12,084Arthur W. Brooks

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4successive weeks before the 27thday of May, 1957. The firstinsertion being made the 25th day ofApril, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILEDNo. M. G. 11,054 1957 JUN 14 AM 11:55

By

H. Tilghman

In the Case of

The Capital Building & Loan Association
of Baltimore City

VS.

Arthur W. Brooks

.and

Frances L. Brooks, his wife.

In the

Circuit Court

For

Anne Arundel County

No. 12,084

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that She has examined the proceedings in the above entitled cause, and from them She has stated the within account.

July 11, 1957

All of which is respectfully submitted.

Auditor.

Dr. The Capital Building & Loan Association of Baltimore City vs. in ac.
Arthur W. Brooks and Frances L. Brooks, his wife

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	284	96	359	96
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	58	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	11	80		
Fidelity & Deposit Co. of Md. - bond premium	40	00		
E. T. Newell & Co., Inc. - auctioneer's fee	50	00		
One-half Federal documentary stamps	4	68		
One-half State documentary stamps	4	67		
Antoinette M. Granese - notary fees	1	00	184	91
To Attorney for Taxes, viz:				
1957 State and County taxes (\$118.55-adjusted) - 3 months 18 days	29	65	29	65
To The Capital Building & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	7,868	23	7,868	23
			8,498	75
Amount of mortgage claim filed	9,437	30		
Cr. Amount allowed above	7,868	23		
Balance subject to decree in personam	1,569	07		

John O. Dumler, Attorney named in Mortgage

Cr.

[illegible]

ORDER NISI

The Capital Building & Loan
Association of Baltimore City

VERSUS

Arthur W. Brooks

and

Frances L. Brooks, his wife

No. 12,084

Equity.

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

1957 JUL 16 PM 3:36

FILED

ORDERED, This 16th day of July, 1957, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 26th
day of August next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
26th day of August next.

George T. Bromm, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of September, 1957, that the
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

Matthew L. Evans
Judge

FILED

1957 SEP -9 PM 4:06

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,084, Equity
THE CAPITAL BUILDING & LOAN
ASSOCIATION OF BALTIMORE
CITY

Versus
ARTHUR W. BROOKS
and
FRANCES L. BROOKS, his wife

Ordered, this 16th day of July, 1957.
That the Report and Account of the
Auditor, filed this day in the above
entitled cause BE RATIFIED AND
CONFIRMED, unless cause to the con-
trary be shown on or before the 26th
day of August next. Provided, a copy
of this Order be inserted in some
newspaper published in Anne Arundel
County, once in each of three succe-
ssive weeks before the 26th day of
August next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
A-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 5, 1957

We hereby certify, that the annexed

Order Nisi, Eq. 12,084
Under Tax Account

Arthur W. Brooks

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 3

successive weeks before the 26th

day of August, 1957. The first

insertion being made the 25th day of

July, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 12,084 1957 SEP -6 PM 12:39

By H. J. Kilgus

GEORGE B. WOELFEL,

11,959

Equity

In the

Circuit Court

ANNA MAY THOMAS

for

SADIE THOMAS, sisters

Anne Arundel County

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket this suit together with original mortgage from Anna May Thomas and Sadie Thomas, sisters, to Minnie E. Collison, widow, dated December 16, 1953, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 805, folio 234, and short assignment thereof dated October 27, 1955, from Mary Hallie Collison, Executrix of Minnie E. Collison, to ~~Mary~~ Hallie Collison, recorded in Liber JHH No. 805, folio 237.

George B. Noel

George B. Woelfel,
Attorney named in mortgage

FILED
1956 DEC -4 PM 3:36

No. 11,959 Equity

MORTGAGE FEE—COUNTY

PURCHASE PRICE
This Mortgage, Made this 16th day of December,

in the year nineteen hundred and fifty-three, by and between Anna May Thomas and Sadie Thomas, sisters, hereinafter called parties of the first part or Mortgagors, and Minnie E. Collison, widow, hereinafter called party of the second part or Mortgagee.

Whereas by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County just prior hereto Minnie E. Collison, widow, did grant and convey the property hereinafter described unto the said parties of the first part, and

Whereas the full purchase price has not been paid and there still remains due and owing by the said parties of the first part to the said party of the second part the full and just sum of Twelve Hundred Fifty (\$1250) Dollars, which said sum the said parties of the first part have agreed to pay unto the said party of the second part in monthly installments of Twenty-Five (\$25) Dollars each from which said sum the interest at the rate of 6% per annum shall first be deducted and the balance shall apply on account of the principal sum reserved, the first of said monthly installments to fall and become due on the 16th day of January, 1954, and upon the 16th day of each and every month thereafter until the full and just sum of Twelve Hundred Fifty (\$1250) Dollars and all interest thereon to accrue has been paid with the right and privilege to the said parties of the first part to make larger payments than heretofore specified or to pay off the entire mortgage debt at any interest due date, and

Whereas it was a condition precedent to the conveying of the aforesaid property that these presents should be executed to secure the prompt and proper payment of the aforesaid Twelve Hundred Fifty Dollars and all interest thereon to accrue at the rate of 6%.

Now, therefore, this Purchase Price Mortgage Witnesseth: That for and in consideration of the premises and the further sum of Five Dollars, the said parties of the first part do hereby grant and convey unto the said party of the second part, her heirs and assigns, in fee simple, all that lot or parcel of ground lying, being and situate in the First Election District of Anne Arundel County and more particularly described as contain-

FILED

1956 DEC-4 PM 3:36

ing 0.12 acres, more or less, and being the same property which was conveyed unto the said parties of the first part by the said party of the second part by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County just prior hereto.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, water privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said party of the second part, her heirs and assigns forever.

PROVIDED, that if the said parties of the first part, their

heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Twelve Hundred Fifty (\$1250) - - - - - Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said parties of the first part, their heirs and assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said parties of the first part for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest

thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said party of the second part, her heirs,

personal representatives or assigns, or
GEORGE B. WOELFEL, its or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in A. A. county, and such other notice as by the said Mortgagee, its successors, personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of

Fifty - - - - - dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors, heirs, personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, its successors, heirs, personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage, and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, her heirs, personal representatives or assigns, or George B. Woelfel, her ~~her~~ said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said parties of the first part for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage, to keep insured in some good company satisfactory to the said Mortgagee, her heirs, personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Hundred Fifty Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, her heirs, personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, her heirs, personal representatives and assigns.

WITNESS the hand s and seal s of the said Mortgagors.

Test:

Mary M. Hoff } Anna May Thomas (SEAL)
Mary M. Hoff } Sadie Thomas (SEAL)
Sadie Thomas (SEAL)
(SEAL)

STATE OF MARYLAND, Anne Arundel COUNTY, TO WIT:

LIBER 805 PAGE 237

I Hereby Certify, that on this 16th day of December, in the year nineteen hundred and fifty-three, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Anna May Thomas and Sadie Thomas, her sister, the Mortgagors named in the foregoing Mortgage and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Minnie E. Collison, widow, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Witness my hand and seal Notarial.

Mary M. Hoff
Mary M. Hoff, Notary Public

Recorded-30th-Dec.-1953-at-9:30-A.M.

PURCHASE PRICE

MORTGAGE

FROM

Anna May Thomas and Sadie

Thomas, sisters,

TO

Minnie E. Collison, widow

BLOCK NO.

Received for Record 30 Dec, 1953

at 9:30 o'clock A. M. Same day recorded

in Liber 805 Folio 234 &c.,

one of the Land Records of A.A.Co.

examined per

JOHN H. HOPKINS, 3rd

Clerk.

Cost of Record, \$ 1.00

FILED
1955 DEC -4 PM 3:36
B. WOELFEL

October 27th, 1955.

FOR VALUE RECEIVED, I hereby assign the within mortgage and the debt secured thereby unto Mary Hallie Collison.

Witness my hand and seal placed hereon the day and year first above written.

Minnie E. Collison

Witness:

George B. Woelfel

By *Mary Hallie Collison* (Seal)
Mary Hallie Collison, Executrix
of Minnie E. Collison

Received for Record 27 Day
of OCT. 1955, at 2:45 P. M.
and the same day recorded in Liber
805 Folio 237.
Records of Anne Arundel County

GEORGE T. CROMWELL, Clerk 100 P2

: No. 11,959 Equity

: In the

vs.

: Circuit Court

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:                                     for

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: Anne Arundel County

[illegible]

STATEMENT OF MORTGAGE CLAIM

Statement of mortgage claim of Mary Hallie Collison under the short assignment to her of October 27, 1955, of mortgage from Anna May Thomas and Sadie Thomas, sisters, to Minnie E. Collison, widow, dated December 16, 1953, and recorded in Liber JHH No. 805, folio 234:

Mortgage Principal.....	\$1250.00
-------------------------	-----------

Interest @ 6% to May 14, 1957 262.03

BALANCE DUE	\$1512.08
-------------	-----------

STATE OF MARYLAND, Anne Arundel County, to wit:

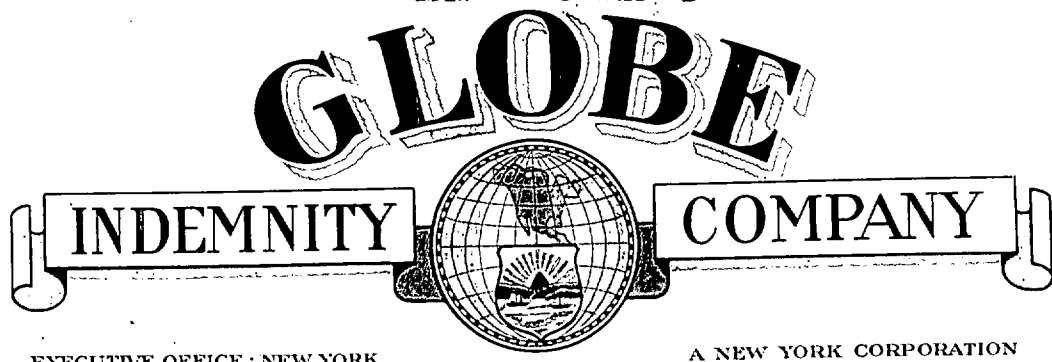
I hereby certify that upon this 13th day of May, 1957, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George B. Woelfel, attorney named in the foregoing mortgage, and made oath in due form of law that the foregoing is a true statement of the amount remaining due to Mary Hallie Collison under said mortgage and that no payments have been made thereon, nor has there been received any security other than the deed of mortgage.

Witness my hand and seal Notarial:

Mary M. Hoff,
Notary Public

FILED

1957 MAY 13 PM 3:42



A STOCK COMPANY #11,959 Equity
BOND

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel, as
Principal, and Globe Indemnity Company, a body corporate of the State of New York, auth-
orized to do business in the State of Maryland, as Surety, are held and firmly bound unto
the State of Maryland in the full and just sum of Two Thousand Five Hundred Dollars
(\$2,500.00) current money, to be paid to the said State or its certain Attorney, to
which payment well and truly to be made and done we bind ourselves and each of us, our
and each of our heirs, executors and administrators, jointly and severally, firmly by
these presents, sealed with our seals and dated this 13th day of May, 1957.

WHEREAS, by virtue of a power of sale contained in a mortgage from Anna May Thomas
and Sadie Thomas, sisters-----bearing date on or about
December 16, 1953,-----the said George B. Woelfel is auth-
orized and empowered to make sale of the property described in said mortgage, in case de-
fault should be made in the payment of the principal debt secured by said mortgage or in
the interest thereon in whole or in part; and **WHEREAS,** default has been made in the pay-
ment of the interest and principal aforesaid, and the said George B. Woelfel
is about to execute said power and make sale of the property described as aforesaid in
said mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden
George B. Woelfel does and shall well and faithfully abide by and
fulfill any order or decree which shall be made by any Court of Equity in relation to the
sale of such mortgaged property or the proceeds thereof, then the above obligation shall
be void and of no effect; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered
in the presence of

Mary M. Hoff

George B. Woelfel (SEAL)
George B. Woelfel, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, Jr.
John H. Hopkins, Jr. Attorney-in-fact
SURETY

Kathleen Meench
Kathleen Meench
1957 MAY 14 AM 9:39

Bond approved this 14th
day of May, 1957

George J. Cromwell
S. J. K.

GEORGE B. WOELFEL, etc. : No. 11,959 Equity

: In the

vs. : Circuit Court

: for

ANNA MAY THOMAS et al. : Anne Arundel County

REPORT OF SALE

To The Honorable, the Judges of said Court:

The report of George B. Woelfel, attorney named in mortgage, empowered to sell certain real estate described in a purchase money mortgage from Anna May and Sadie Thomas, sisters, to Minnie E. Collison dated December 16, 1953, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 805, folio 234, and assigned by Minnie E. Collison to Mary Hallie Collison on October 27, 1955, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and prescribed by said mortgage, and giving notice of the time, place, manner and terms of sale by advertisements in the Maryland Gazette, a weekly paper published in Anne Arundel County, for at least three successive weeks prior to the day of sale, he did attend at the Courthouse door, Church Circle, Annapolis, Md., on May 14, 1957, at 11:00 AM and then and there proceeded to sell said property in manner following, that is to say:

Offered at public sale to the highest bidder was the property in said mortgage mentioned, located in the First Election District of Anne Arundel County and more particularly described as follows:

BEGINNING for same at a pipe set in the S 70°15' E, 485 foot line of the conveyance from Frederick Brown and wife to David Collison and wife by deed dated 5/4/29 and recorded in Liber FSR No. 44, folio 253; said point being (as corrected for magnetic difference) N 68°55' W, 144.14 feet along said line from its end; said point also being N 68°55' W, 144.14 feet along the N 69° W, 495 foot line of the conveyance from James F. Collison to David W. Brashers by deed dated 11/28/45 and recorded in Liber JHH No. 347, folio 129; and running from said beginning point with the division line between said two conveyances, N 68°55' W, 43.57 feet to a pipe; thence crossing the aforesaid conveyance to Collison, N 2° 20' W, 111.23 feet to a pipe on the south side of the county road leading to the Mayo state road; thence with the south side of said county road, N 86°35' E, 53.43 feet to a pipe; thence leaving said road, S 12°30' W, 131.9 feet to the place of beginning. Containing 0.12 acre, more or less.

FILED
JUN 10 PM 3:46
1957

And your reporter sold said property to Mary Hallie Collison for the sum of Seven Hundred Fifty (\$750.00) Dollars, she being, at that figure, the highest bidder therefor, terms of sale being Two Hundred (\$200.00) Dollars required as a deposit on the day of sale and balance to be paid upon ratification of sale by this Honorable Court, deferred payments to bear interest at the rate of 6%, taxes, etc. to be adjusted to the date of sale.

Respectfully submitted:

George B. Woelfel
George B. Woelfel,
attorney named in mortgage

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that on this 10th day of June, 1957, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George B. Woelfel, attorney named in mortgage, who made oath in due form of law that the matters and facts recited in the above Report of Sale are true to the best of his knowledge, information and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial:

Mary M. Hoff
Mary M. Hoff, Notary Public

FILED

1957 JUN 10 PM 3:46

ATTORNEY'S SALE

OF REAL ESTATE LOCATED ON SOUTH SIDE SCHUSSLER ROAD LEADING TO MAYO ROAD

Under and by virtue of the power of sale recited in a mortgage from Anna May and Sadie Thomas, sisters to Minnie E. Collison, widow, dated December 16, 1953, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 805, folio 234, and the short assignment thereof dated October 27, 1955, from Mary Hallie Collison, Executrix of Minnie E. Collison, to Mary Hallie Collison, recorded in Liber JHH No. 805, folio 237, the undersigned as attorney named in the mortgage will offer for sale at public auction at the Courthouse door in the City of Annapolis on

TUESDAY, MAY 14, 1957 at 11:00 A. M.

All that lot located at Mayo, First Election District of Anne Arundel County, and more particularly described as follows :

BEGINNING for the same at a pipe set in the S 70 degrees 15' E, 485 foot line of the conveyance from Frederick Brown and wife to David Collison and wife by deed dated 5/4/29 and recorded in Liber FSR No. 44, folio 253; said point being (as corrected for magnetic difference) N 68 degrees 55' W, 144.14 feet along said line from its end; said point also being N 68 degrees 55' W, 144.14 feet along the N 69 degree W, 495 foot line of a conveyance from James F. Collison to David W. Brashears by deed dated 11/28/45 and recorded in Liber JHH No. 347, folio 129; and running from said beginning point with the division line between the two above-mentioned conveyances, N 68 degrees 55' W, 48.57 feet to a pipe; thence crossing the above-mentioned conveyance to Collison, N 20 degrees 20' W, 111.28 feet to a pipe on the south side of the County Road leading to the Mayo State Road; thence with the south side of said County Road, N 86 degrees 35' East, 53.43 feet to a pipe; thence leaving said road, S 1 degree 30' 131.9 feet to the place of beginning. Containing 0.12 acre, more or less.

IMPROVEMENTS : Frame Dwelling

TERMS OF SALE : A deposit of Two Hundred Dollars in cash will be required of the purchaser on the day of sale, balance payable upon ratification of sale, deferred payments to bear interest at 6% and to be secured to satisfaction of the undersigned, or all cash at option of purchaser; taxes, etc., to be adjusted to date of sale.

GEORGE B. WOELFEL,
Attorney named in Mortgage,
9-11 School Street, Annapolis,
Maryland.

AUCTIONEER :

GEORGE SCIBLE

I hereby certify that on this 14th day of May, 1957, I sold the above described property to Hallie Collison at and for the sum of Seven Hundred Fifty (\$750) Dollars, she being at that figure the highest bidder therefore.

Witness my hand and seal placed hereon the day and year first above written.

Witness:

Mary M. Staff
1957 JUN 10 AM 3:46

George Scible (Seal)
George Scible, Auctioneer

LIBER 105 PAGE 386
ORDER NISI

GEORGE B. WOELFEL, etc.

versus

ANNA MAY THOMAS et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,959

Equity

Ordered, this 10th day of June, 19 57, That the sale of the property in these proceedings mentioned made and reported by George B. Woelfel, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of July next.

The report states that the amount of sales ^{was} ~~to be~~ \$ 750.00

Filed
1957 3:55 PM 10 Jun

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

GEORGE B. WOELFEL, etc.

versus

ANNA MAY THOMAS et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 12th day of July, 1957 that the sale made and reported by the ^{attorney} ~~Trustee~~ aforesaid, be and the same ^{is} ~~in~~ hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ^{attorney} ~~Trustee~~ allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1957 JUL 18 PM 2:59

Matthew S. Evans
Judge

Maryland Gazette

Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 13, 1957

We hereby certify, that the annexed

Order Nisi Sale

E.g. 11, 959.

Anna May Thomas, et al

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4

successive weeks before the 15th

day of July, 1957. The first

insertion being made the 13th day of

June, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. C. 1056

1957 JUL 10 PM 3:10

By A. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,030 Equity
GEORGE B. WOELFEL, et al.
Vs.

ANNA MAY THOMAS, et al.
Ordered, this 10th day of June, 1957,
That the sale of the property in these
proceedings mentioned made and re-
ported by George B. Woelfel, Attorney
named in Mortgage BE RATIFIED
AND CONFIRMED, unless cause to
the contrary thereof be shown on or
before the 15th day of July next; Pro-
vided, a copy of this Order be inserted
in some newspaper published in Anne
Arundel County, once in each of three
successive weeks before the 15th day of
July next.

The report states that the amount
of sale was \$750.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

JY:2

In the Case of

George B. Woelfel,
Attorney named in Mortgage

VS.

Anna May Thomas
and
Sadie Thomas, sisters

In the
Circuit Court

For

Anne Arundel County

No. 11,959

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from then she has stated the within account.

August 2, 1957

All of which is respectfully submitted.

Laura K. Dickling
Auditor.

FILED
1957 AUG -8 AM 9:21

Dr.

George B. Woelfel, Attorney named in Mortgage vs.
Anna May Thomas and Sadie Thomas, Sisters

in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	46	50	96	50
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	47	56		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	10	00		
George W. Scible - auctioneer's fee	15	00		
E. Churchill Murray, Agent - fire and extended coverage insurance from 12/16/56 to 5/16/57	2	18		
One-half Federal documentary stamps		55		
One-half State documentary stamps		55		
Mary M. Hoff - notary fees	1	00	90	84
To Attorney for Taxes, viz:				
1954 State and County Taxes	2	74		
1955 State and County taxes, interest and advertising costs	30	23		
Tax sale costs and interest to pur- chaser	3	62		
1956 State and County taxes	23	16		
1957 State and County taxes (.22.02)- adjusted	8	19	67	94
To Mary Hallie Collison, Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	443	22	443	22
			750	00
Amount of mortgage claim filed	1,512	08		
Cr. Amount allowed above	443	22		
Balance subject to decree in personam	1,068	86		

Cr.

[illegible]

ORDER NISI

George B. Woelfel,

Attorney named in Mortgage

VERSUS

Anna May Thomas

and

Sadie Thomas, Sisters

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,959

Equity.

ORDERED, This 7 day of August, 1957, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10 day of September, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10 day of September next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th day of September, 1957, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ ^{Trustee} apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

*B. J. Michaelson
Judge*

FILED

1957 SEP 18 PM 3:24

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATIONAnnapolis, Md., September 16, 1957

We hereby certify, that the annexed

Order Nisi. Eq. 11, 959Auditor accountAnna May Thomas &
Sadie Thomas

was published in

Maryland Gazettea newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 3successive weeks before the 16thday of September, 1957. The firstinsertion being made the 15th day ofAugust, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. H. Hightman**Order Nisi**IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

No. 11,959, Equity

GEORGE B. WOELFEL,

Attorney Named in Mortgage
VersusANNA MAY THOMAS, and
SADIE THOMAS, SistersOrdered, this 8th day of August, 1957,
That the Report and Account of the
Auditor, filed this day in the above
entitled cause BE RATIFIED AND
CONFIRMED, unless cause to the con-
trary be shown on or before the 10th
day of September next: Provided, a
copy of this Order be inserted in some
newspaper published in Anne Arundel
County, once in each of three succe-
ssive weeks before the 10th day of
September next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

A-20

FILEDNo. M1957-3229
SEP 17 AM 11:49

GEORGE B. WOELFEL,
Attorney named in the mortgage

: No. 11960

Equity

vs.

: In the

HERSHALL THOMAS

: Circuit Court

and

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:      for

```

SARAH THOMAS, his wife

: Anne Arundel County

[illegible]

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket this suit together with original mortgage from Hershall Thomas and Sarah Thomas, his wife, to Minnie E. Collison, widow, dated December 9, 1953, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 805, folio 241, and short assignment thereof from Mary Hallie Collison, Executrix of Minnie E. Collison, to Mary Hallie Collison, dated October 27, 1955, and recorded in Liber JHH No. 805, folio 244.

George B. Woelfel
George B. Woelfel,
Attorney named in mortgage)

FILED

1956 DEC -4 PM 3:37

No. 11,960

MORTGAGE FEE—COUNTY

PURCHASE PRICE

LIBER 105 PAGE 394

This Mortgage, Made this 9th day of December,

in the year nineteen hundred and fifty-three, by and between Hershall Thomas and Sarah Thomas, his wife, hereinafter called parties of the first part or Mortgagors, and Annie E. Collison, widow, hereinafter called party of the second part or Mortgagee.

Whereas by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County just prior hereto Minnie E. Collison, widow, did grant and convey the property hereinafter described unto the said parties of the first part, and

Whereas the full purchase price has not been paid and there still remains due and owing by the said parties of the first part to the said party of the second part the full and just sum of Fourteen Hundred (\$1400) Dollars, which said sum the said parties of the first part have agreed to pay unto the said party of the second part in monthly installments of Twenty-Five (\$25) Dollars each from which said sum the interest at the rate of 6% per annum shall first be deducted and the balance shall apply on account of the principal sum reserved, the first of said monthly payments to fall and become due on the first day of January, 1954, and upon the first day of each and every month thereafter until the full and just sum of Fourteen Hundred (\$1400) Dollars and all interest thereon to accrue has been paid with the right and privilege to the said parties of the first part to make larger payments than heretofore specified or to pay off the entire mortgage debt at any interest due date, and

Whereas it was a condition precedent to the conveying of the aforesaid property that these presents should be executed to secure the prompt and proper payment of the aforesaid Fourteen Hundred Dollars and all interest thereon to accrue at the rate of 6%.

Now, therefore, this Purchase Price Mortgage Witnesseth: That for and in consideration of the premises and the further sum of Five Dollars, the said parties of the first part do hereby grant and convey unto the said party of the second part, her heirs and assigns, in fee simple, all that lot or parcel of ground lying, being and situate in the First Election District of Anne Arundel County and more particularly described as contain-

FILED

1956 DEC-4 PM 3:37

ing 0.24 acres, more or less, and being the same property which was conveyed unto the said parties of the first part by the said party of the second part by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County just prior hereto.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, water privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said party of the second part, her heirs and assigns forever.

PROVIDED, that if the said parties of the first part, their heirs or assigns,

~~here, personal representatives or assigns~~ shall well and truly pay or cause to be paid the aforesaid sum of **Fourteen hundred (\$1400)** - - - - - Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said parties of the first part, their heirs or assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said parties of the first part for themselves, ^{their} heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest

thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said party of the second part, her heirs,

personal representatives or assigns, or

GEORGE B. WOELFEL, its or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in A. A. county, and such other notice as by the said Mortgagee, its successors, personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of

Fifty - - - - - dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors, heirs, personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, its successors, heirs, personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor S for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor S for themselves,

their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, her heirs, personal representatives or assigns, or George B. Woelfel their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said parties of the first part for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, her heirs, personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Fourteen hundred (\$1400) Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, her heirs, personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, his heirs, personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagor S.

Test:

Mary M. Hoff
Mary M. Hoff

Herchell & Thomas (SEAL)
Marshall Thomas
Sarah Thomas (SEAL)
Sarah Thomas (SEAL)
(SEAL)

LIBER 805 PAGE 244

STATE OF MARYLAND, Anne Arundel COUNTY, TO WIT:

I Hereby Certify, that on this 9th day of December, in the year nineteen hundred and fifty-three before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Hershall Thomas and Sarah Thomas, his wife, the Mortgagors named in the foregoing Mortgage and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Minnie E. Collison, widow, and made oath in due

form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Witness my hand and seal Notarial.

Mary M. Hoff
Mary M. Hoff
Notary Public

Recorded-30th-Dec.-1953-at-9:30-A.M.



PURCHASE PRICE

MORTGAGE

FROM

Hershall Thomas and Sarah

Thomas, his wife,

TO

Minnie E. Collison, widow

BLOCK NO.

Received for Record 30 Dec., 1953

at 9:30 o'clock A.M. Same day recorded

in Libg. No. 805 Folio 241 &c.,

one of the Land Records of A.A.Co.

examined per

JOHN H. HOPKINS, JR. Clerk.

Cost of Record, \$

FILED
GEORGE B. WOELFEL
1956 DEC 20 PM 3:37 L

October 7th, 1955.

FOR VALUE RECEIVED, I hereby assign the within mortgage and the debt secured thereby unto Mary Hallie Collison.

Witness my hand and seal placed hereon the day and year first above written.

Witness:

George B. Woelfel
George B. Woelfel

Minnie E. Collison

Mary Hallie Collison (Seal)
Mary Hallie Collison, Executrix
of Minnie E. Collison

ASSIGN
Received for Record 27 Day
of OCT. 1955, at 2:45 P.M.
and the same day recorded in Liber
G.A.C. No. 805 Folio 244
Records of Anne Arundel County
GEORGE T. CRUWELL, Clerk
10010

GEORGE B. WOELFEL, etc. : No. 11,960 Equity
: In the
vs. : Circuit Court
: for

HERSHALL THOMAS et ux. : Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Statement of the mortgage claim of Mary Hallie Collison under the short assignment to her of October 27, 1955, of mortgage from Hershall Thomas and Sarah Thomas, his wife, to Minnie F. Collison, said mortgage being dated December 9th, 1953, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 205, folio 241.

Mortgage Principal.....	\$1400.00
Interest @ 6% to 2/13/57.....	<u>266.84</u>
	1666.84
total payments made.....	<u>222.00</u>
BALANCE DUE.....	\$1444.84

STATE OF MARYLAND, Anne Arundel County, to wit:

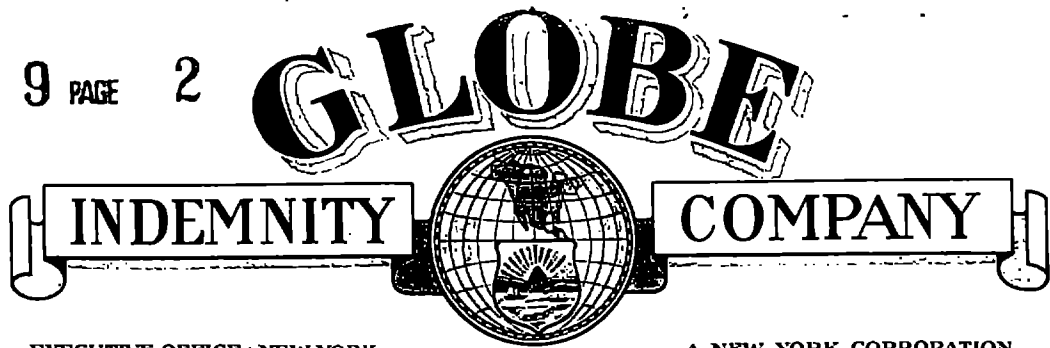
I hereby certify that upon this 15th day of February, 1957, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George B. Woelzel, Attorney named in the aforesaid mortgage, and made oath in due form of law that the foregoing is a true statement of the amount remaining due to Mary Hallie Collison under said mortgage and that no other payments have been received beyond the \$242.00 indicated above, nor has there been received any security other than the deed of mortgage.

Witness my hand and seal Notarial:

Mary M. Hoff

FILED

1957 FEB 13 AM 9:52



EXECUTIVE OFFICE: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

#11,960 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand Five Hundred Dollars (\$2,500.00) current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 11th day of February, 1957.

WHEREAS, by virtue of a power of sale contained in a mortgage from Marshall Thomas and Sarah Thomas, his wife,-----bearing date on or about December 9, 1953,-----the said George B. Woelfel-----is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said George B. Woelfel is about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George B. Woelfel-----does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect, otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered this 11th day of February, 1957,

in the presence of:

Mary M. Hoff
Mary M. Hoff

Kathleen Meench
Kathleen Meench

George B. Woelfel (SEAL)
George B. Woelfel PRINCIPAL

GLOBE INDEMNITY COMPANY, a New York corporation

By John H. Hopkins, Jr.
John H. Hopkins, Jr. Attorney-in-fact
SURETY

Bond approved this 13th day of February 1957.
George + Crosswell, Clerk

FILED

7 1957 FEB 13 AM 9:52
1957 FEB 13 AM 9:52

GEORGE B. WOELFEL, etc. : No. 11,960 Equity

: In the

vs. : Circuit Court

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:               for

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HERSHALL THOMAS et ux. : Anne Arundel County

: :

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of George B. Woelfel, attorney named in the mortgage, empowered to sell certain real estate described in a purchase money mortgage from Hershall Thomas and wife to Minnie E. Collison dated December 9, 1953, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 805, folio 241, and assigned by Minnie E. Collison to Mary Hallie Collison on October 27, 1955, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and prescribed by said mortgage, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a weekly paper published in Anne Arundel County, for at least three successive weeks prior to day of sale, he did attend at the courthouse door, Church Circle, Annapolis, Md., on February 13, 1957, at 11:00 AM, and then and there proceeded to sell said property in manner following, that is to say:

Offered at public sale to the highest bidder was the property in said mortgage mentioned, located in the First Election District of Anne Arundel County and more particularly described as follows:

BEGINNING for the same at a pipe set in the S 70°15' E, 485 foot line of the conveyance from Frederick Brown and wife to David Collison and wife by deed dated May 4, 1929, and recorded in Liber FSR No. 44, folio 253; said point being (as corrected for magnetic difference) N 68°55' W, 236.72 feet along said line from its end; said point also being N 68°55' W, 236.72 feet along the N 69° W, 495 foot line of the conveyance from James F. Collison to David W. Brashears by deed dated November 28, 1945, and recorded in Liber JHH No. 347, folio 129; and running from said beginning point and with the division line between the two above-mentioned conveyances, N 68°55' W, 247.7 feet to a pipe on the south side of the county road leading to the Mayo State road; thence with the South side of said county road, N 89°01' E, 227.37 feet to a pipe; thence leaving said road and passing through the center of a twin house party wall, S 2°20' E, 93.09 feet to the place of

FILED
JUN 10 PM 3:46
1957

beginning. Containing 0.24 acre, more or less.

And your reporter sold said property to Mary Hallie Collison for the sum of Seven Hundred Fifty (\$750.00) Dollars, she being, at that figure, the highest bidder therefor, terms of sale being Two Hundred (\$200.00) Dollars required as a deposit on the day of sale and balance to be paid upon ratification of sale by this Honorable Court, deferrred payments to bear interest at the rate of 6%, taxes, etc. to be adjusted to the date of sale.

Respectfully submitted:

George B. Woelfel
George B. Woelfel,
Attorney named in mortgage

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that upon this 7th day of June, 1957, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George B. Woelfel, attorney named in mortgage, who made oath in due form of law that the matters and facts recited the above Report of Sale are true to the best of his knowledge, information and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial:

Mary M. Hoff
Mary M. Hoff, Notary Public

I hereby certify that on February 13, 1957, I sold the property described in the foregoing Report to Mary Hallie Collison, she being, at that figure, to wit, Seven Hundred Fifty (\$750.00) Dollars, the highest bidder therefor.

Witness my hand and seal, June 7th, 1957:

Witness:

(SEAL)
Robert H. Campbell,
Auctioneer

Mary M. Hoff

~~FILED~~
1957 JUN 10 AM 3:47

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATIONAnnapolis, Md., July 13, 1957

We hereby certify, that the annexed

Order Nisi SaleE.g. 11.960Hershall Thomas, et ux

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4successive weeks before the 15thday of July, 1957. The firstinsertion being made the 13th day ofJune, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILEDNo. M. G. 1057 1957 JUL 16 PM 3:19

By

H. Tilghman**Order Nisi**IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,960 Equity
GEORGE B. WOELFEL, etc.

Vs.

HERSHALL THOMAS, et ux

Ordered, this 10th day of June, 1957,
That the sale of the property in these
proceedings mentioned made and re-
ported by George B. Woelfel, Attorney
Named in Mortgage BE RATIFIED
AND CONFIRMED, unless cause to the
contrary thereof be shown on or before
the 15th day of July next; Provided, a
copy of this Order be inserted in some
newspaper published in Anne Arundel
County, once in each of three successive
weeks before the 15th day of July next.The report states that the amount of
sale was \$750.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

JY-8

LIBER 105 PAGE 403
ORDER NISI

GEORGE B. WOELFEL, etc.

versus

HERSHALL THOMAS et ux

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,960

Equity

Ordered, this 10th day of June, 1957, That the sale of the property in these proceedings mentioned made and reported by George B. Woelfel, Attorney Named in Mortgage Trustee.

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of July next.

The report states that the amount of sales was to be \$ 750.00

Filed 1957

3:55 PM 10 June

George T. Cromwell

Clerk.

True Copy,

TEST: Clerk.

(Final Order)

GEORGE B. WOELFEL, etc.

versus

HERSHALL THOMAS, et ux

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of July, 1957, that the sale made and reported by the ~~Trustee~~ ^{Attorney} aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ ^{Attorney} allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1957 JUL 17 PM 3:13

Benjamin Michaelson
Judge.

In the Case of

George B. Woelfel,
Attorney named in Mortgage

VS.

Hershall Thomas

and

Sarah Thomas, his wife

In the

Circuit Cour

For

Anne Arundel County

No. 11,960

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

August 2, 1957

All of which is respectfully submitted.

Laura K. Pickling
Auditor

FILED

1957 AUG -8 AM 9:16

Dr.

in ac.

George B. Woelfel, Attorney named in Mortgage, vs. Hershall
Thomas and Sarah Thomas, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	46	50	96	50
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	50	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	10	00		
Robert H. Campbell - auctioneer's fee	25	00		
E. Churchill Murray, Agent - fire and extended coverage insurance from 12/9/56 to 2/13/57	2	50		
One-half Federal documentary stamps		55		
One-half State documentary stamps		55		
Mary M. Hoff - notary fees	1	00	103	60
To Attorney for Taxes, viz:				
1956 State and County taxes	25	43		
1957 State and County taxes (\$24.18-adj.)	2	88	28	31
To Mary Hallie Collison, Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	470	09	470	09
			750	00
Amount of mortgage claim filed	1,424	84		
Cr. Amount allowed above	470	09		
Balance subject to decree in personam	954	75		

with George B. Woelfel, Attorney named in Mortgage

C

1957

Feb.

13

Proceeds of Sale

750 00

750 00

750 00

ORDER NISI

George B. Woelfel,
 Attorney named in Mortgage
 VERSUS
 Hershall Thomas
 and
 Sarah Thomas, his wife

In the
CIRCUIT COURT
 For
ANNE ARUNDEL COUNTY

No. 11,960

Equity.

ORDERED, This 8 day of August, 1957, That the
 Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16
 day of September next; Provided a copy of this Order be inserted in some newspaper
 published in Anne Arundel County, once in each of three successive weeks before the
 16 day of September next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th day of September, 1957, that the
 foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
 to the contrary having been shown, and that the ~~proceeds~~ apply the proceeds accordingly with a due proportion
 of interest as the same has been or may be received.

Benjamin Nicholas
Judge

FILED

1957 SEP 18 PM 3:20

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATIONAnnapolis, Md., September 16, 1957

We hereby certify, that the annexed -----

Order Nisi, Eq. 11,960Auditor AccountMarshall Thomas

was published in

Maryland Gazettea newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 3successive weeks before the 16thday of September, 1957. The firstinsertion being made the 15th day ofAugust, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman**Order Nisi**N THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

No. 11,960, Equity

GEORGE B. WOELFEL,

Attorney Named in Mortgage

Versus

HERSHALL THOMAS, and
SARAH THOMAS, his wifeOrdered, this 8th day of August,
1957, That the Report and Account of
the Auditor, filed this day in the
above entitled cause BE RATIFIED
AND CONFIRMED, unless cause to the
contrary be shown on or before the
16th day of September next; provided,
a copy of this Order be inserted in
some newspaper published in Anne
Arundel County, once in each of three
successive weeks before the 16th day
of September next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

FILEDNo. M. G. 13432 1957 SEP 17 AM 11:49

[illegible]

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket this suit together with original mortgage from Clemon Owens and Alverta Owens, his wife, to Minnie Collison, widow, dated November 24th, 1953, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 798, folio 393, and short assignment thereof from Mary Hallie Collison, Executrix of Minnie E. Collison, to Mary Hallie Collison, dated October 27th, 1955, and recorded in Liber JHH No. 798, folio 396.

George B. Woelfel,
Attorney named in mortgage

FILED

1957 JAN 12 AM 11:14

No. 11,989 Equity

MORTGAGE FEE—COUNTY

PURCHASE PRICE

This Mortgage, Made this*24th*

day of November,

in the year nineteen hundred and fifty-three, by and between Clemon Owens and Alverta Owens, his wife, hereinafter called parties of the first part or Mortgagors, and Minnie Collison, widow, hereinafter called party of the second part or Mortgagee.

Whereas said parties of the first part have this day procured from the said party of the second part the lot of ground hereinafter described lying, being and situate in the First Election District of Anne Arundel County, and

Whereas the full purchase price has not been paid and there still remains due and owing to the said party of the second part the full and just sum of Thirteen Hundred (\$1300) Dollars, which said sum the said parties of the first part have agreed to pay unto the said party of the second part in monthly installments of Twenty-Five (\$25) Dollars each from which said sum the interest at the rate of 6% per annum shall first be deducted and the balance shall apply on account of the principal sum reserved, the first of said monthly installments to fall and become due on the first day of December, 1953, and upon the first day of each and every month thereafter until the full and just sum of Thirteen Hundred (\$1300) Dollars and all interest thereon to accrue has been paid with the right and privilege to the said parties of the first part to make larger payment than heretofore specified or to pay off the entire mortgage debt at any interest due date, and

Whereas it was a condition precedent to the conveying of the aforesaid property that these presents should be executed to secure the prompt and proper payment of the aforesaid Thirteen Hundred Dollars and all interest thereon to accrue.

Now, therefore, this Purchase Price Mortgage Witnesseth: That for and in consideration of the premises and the further sum of Five Dollars, the said parties of the first part do hereby grant and convey unto the said party of the second part, her heirs and assigns, in fee simple, all that lot or parcel of ground lying, being and situate in the First Election District of Anne Arundel County and more particularly described as contain-

FILED

1957 JAN 12 AM 11:14

ing 0.2 acres of land, more or less, and being the same property which was conveyed unto the said parties of the first part by the said party of the second part by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County just prior hereto.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, water privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said party of the second part,

her heirs and assigns forever.

PROVIDED, that if the said parties of the first part, their heirs or assigns,

~~their personal representatives or assigns~~ shall well and truly pay or cause to be paid the aforesaid sum of Thirteen Hundred (\$1300) - - - - - Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said parties of the first part, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said parties of the first part for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest

thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said party of the second part, her heirs,

personal representatives or assigns, or GEORGE B. WOELFEL, its or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in A. A. county, and such other notice as by the said Mortgagee, its successors, personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of

Fifty - - - - - dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors, heirs, personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, its successors, heirs, personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor s for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor s for themselves,

their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, her heirs, personal representatives or assigns, or George B. Woelfel, her ~~her~~ said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said parties of the first part, for themselves, their heirs personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, her heirs, personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least One thousand (\$1000) Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, her heirs, personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, her heirs, personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors .

Test:

Mary M. Hoff
Mary M. Hoff

Almanawins (SEAL)
Cleon Owens

Alverta Owens (SEAL)
Alverta Owens

(SEAL)

(SEAL)

LIBER 798 PAGE 396

STATE OF MARYLAND, Anne Arundel COUNTY, TO WIT:

I Hereby Certify, that on this 24th day of November, in the year
 nineteen hundred and fifty-three, before me, a Notary Public of the
 State of Maryland, in and for the County aforesaid, personally appeared Clemon Owens and Alverta
Owens, his wife,
 the Mortgagor s named in the foregoing Mortgage and they acknowledged the foregoing Mort-
 gage to be their act. At the same time also appeared Minnie Collison, widow,
 and made oath in due

form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Witness my hand and seal Notarial.

Mary M. Hoff
 Mary M. Hoff, Notary Public

Recorded-25th-Nov.-1953-at-12:30-P.M.

PURCHASE PRICE

MORTGAGE

FROM

Clemon Owens and Alverta Owens,

his wife,

TO

Minnie Collison, widow

BLOCK NO.

Received for Record, 19

at o'clock, M. Same day recorded

Received for Record, 27th Day
 of Dec. 1953, at 2:45 P.M.
 and the same day recorded in Liber
 No. 298 Fol. 396.
 Records of Anne Arundel County, Md.

John V. Hoff, Clerk
 Cost of Record, \$

Cost of Record, \$

George B. Woelfel
 \$425

October 27th, 1955.

FOR VALUE RECEIVED, I hereby assign the within mortgage and the
 debt secured thereby unto Mary Hallie Collison.

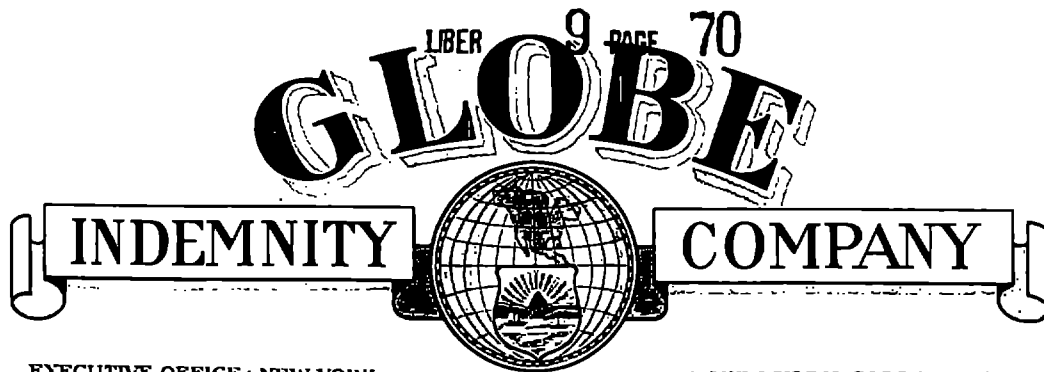
Witness my hand and seal placed hereon the day and year first
 above written.

Witness:

George B. Woelfel
 George B. Woelfel

Minnie E. Collison
 by Mary Hallie Collison (Seal)
 Mary Hallie Collison, Executrix
 of Minnie E. Collison

ABSM
 Received for Record, 27th Day
 of Dec. 1953, at 2:45 P.M.
 and the same day recorded in Liber
 No. 298 Fol. 396.
 Records of Anne Arundel Cour
 GEORGE T. CROMWELL, Clerk
 100B



EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

No. 11939 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand Five Hundred Dollars (\$2,500.00) current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 13th day of May, 1957.

WHEREAS, by virtue of a power of sale contained in a mortgage from Clemon Owens and Alverta, his wife----- bearing date on or about November 24, 1953,----- the said George B. Woelfel is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said George B. Woelfel is about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George B. Woelfel does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered

in the presence of

Mary M. Hoff

George B. Woelfel (SEAL)
George B. Woelfel, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins
John H. Hopkins, Attorney-in-fact
SURETY

And approved
this 14th day of May 1957
George J. Connell clerk

Kathleen Meench **FILED**
Kathleen Meench
1957 MAY 14 AM 9:39

ATTORNEY'S SALE

OF REAL ESTATE LOCATED ON SOUTH SIDE SCHUSSLER ROAD LEADING TO MAYO ROAD

Under and by virtue of the power of sale recited in a mortgage from Clemon Owens, and wife to Minnie Collison, widow, dated November 24, 1953, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 798, folio 393, and the short assignment thereof from Mary Hallie Collison, Executrix of Minnie E. Collison, to Mary Hallie Collison, dated October 27, 1955, and recorded in Liber JHH No. 798, folio 396, the undersigned as attorney named in the mortgage will offer for sale at public auction at the Courthouse door in the City of Annapolis on

TUESDAY, MAY 14, 1957 at 11 o'clock A. M.

All that lot of ground at Mayo in the First Election District of Anne Arundel County and more particularly described as follows :

BEGINNING for the same at a pipeset beside a fence post, said pipe being N 68 degrees 55' W, 67.45 feet from the end of the S 70 degree 15' E, 485 foot line of the conveyance from Frederick Brown and Nellie, his wife, to David Collison and wife by deed dated 5/4/29 and recorded in Liber FSR No. 44, folio 253; said point also being the same bearing and distance from the beginning of the N 69 degree W, 495 foot line of the conveyance from James F. Collison to David W. Brashears by deed dated 11/28/45 and recorded in Liber JHH No. 347, folio 129; and running from said beginning point with the division line between the two above-mentioned conveyance, N 68 degree 55' W 34.23 feet to a pipe; thence crossing the above-mentioned conveyance to Collison, N 1 degree 30' E, 153.69 feet to a pipe on the south side of the County Road leading to the Mayo State Road; thence with the south side of said County Road, N 86 degree 35' E, 53.4 feet and S 72 degree 44' E, 39.78 feet to a fence post; thence with a fence line which is the accepted possession line between the David Collison property and the property now in possession of James Stewart, S 25 degree 17' W, 170.04 feet to the place of beginning. Containing 0.20 acre, more or less.

IMPROVEMENTS : Frame Dwelling.

TERMS OF SALE : A deposit of Two Hundred Dollars in cash will be required of the purchaser on the day of sale, balance payable upon ratification of sale, deferred payments to bear interest at 6% and to be secured to satisfaction of the undersigned, or all cash at option of purchaser; taxes etc., to be adjusted to date of sale.

GEORGE R. WOELFEL,
Attorney named in Mortgage,
9-11 School Street, Annapolis,
Maryland.

AUCTIONEER :

GEORGE SCIBLE

I hereby certify that on this 14th day of May, 1957, I sold the above described property to Hallie Collison at and for the sum of Seven Hundred Fifty (\$750) Dollars, she being at that figure the highest bidder therefore.

Witness my hand and seal placed hereon the day and year first above written.

FILED

Witness:

1957 JUN 10 PM 3:44

George Scible, Auctioneer

(Seal)

Mary M. Hoff

GEORGE B. WOELFEL, etc. : No. 11,989 Equity
: In the
vs. : Circuit Court
: for

CLEMON OWENS et ux. : Anne Arundel County
: :

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of George E. Woelfel, attorney named in mortgage, empowered to sell certain real estate described in a purchase money mortgage from Clemon Owens and wife to Minnie E. Collison dated November 24, 1953, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 798, folio 393, and assigned by Minnie E. Collison to Mary Hallie Collison on October 27, 1955, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and prescribed by said mortgage, and giving notice of the time, place, manner and terms of sale by advertisements in the Maryland Gazette, a weekly paper published in Anne Arundel County, for at least three successive weeks prior to the day of sale, he did attend at the Courthouse door, Church Circle, Annapolis, Md., on May 14, 1957, at 11:00 AM, and then and there proceeded to sell said property in manner following, that is to say:

Offered at public sale to the highest bidder was the property in said mortgage mentioned, located in the First Election District of Anne Arundel County and more particularly described as follows:

BEGINNING for the same at a pipe set beside a fence post, said pipe being N 68°55' W, 67.45 feet from the end of the S 70°15' E, 485 foot line of the conveyance from Frederick Brown and wife to David Collison and wife by deed dated 5/4/29 and recorded in Liber FSR No. 44, folio 253; said point also being the same bearing and distance from the beginning of the N 69° W, 495 foot line of the conveyance from James F. Collison to David W. Brashears by deed dated 11/28/45 and recorded in Liber JHH No. 347, folio 129, and running from said beginning point with the division line between the two aforesaid conveyances, N 68°55' W, 24.23 feet to a pipe; thence crossing the aforesaid conveyance to Collison, N 1°30' E, 153.69 feet to a pipe on the south side of the county road leading to the Mayo state road; thence with the south side of said county road, N 86°35' E, 53.4 feet and S 72°44' E, 39.78 feet to a fence post; thence with a fence line which is the accepted possession line between the David Collison property and the property

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JUN 10 PM 3:44
1957

now in possession of James Stewart, S 25°17' W, 170.04 feet to the place of beginning. Containing 0.20 acre, more or less.

And your reporter sold said property to Mary Hallie Collison for the sum of Seven Hundred Fifty (\$750.00) Dollars, she being, at that figure, the highest bidder therefor, terms of sale being Two Hundred (\$200.00) Dollars required as a deposit on the day of sale and balance to be paid upon ratification of sale by this Honorable Court, deferred payments to bear interest at the rate of 6%, taxes, etc. to be adjusted to the date of sale.

Respectfully submitted:

George B. Woelfel
George B. Woelfel,
Attorney named in mortgage

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that upon this 10th day of June, 1957, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George B. Woelfel, attorney named in mortgage, who made oath in due form of law that the matters and facts recited in the above report of sale are true to the best of his knowledge, information and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial:

Mary M. Hoff
Mary M. Hoff, Notary Public

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,989 Equity
GEORGE B. WOELFEL, etc.
vs.

CLEMON OWENS, et al.

Ordered, this 10th day of June, 1957.
That the sale of the property in these
proceedings mentioned made and re-
ported by George B. Woelfel, Attorney
named in Mortgage BE RATIFIED
AND CONFIRMED, unless cause to the
contrary thereof be shown on or before
the 15th day of July next; Provided, a
copy of this Order be inserted in
some newspaper published in Anne
Arundel County, once in each of three
successive weeks before the 15th day of
July next.

The report states that the amount of
sale was \$750.00.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

JY-8

CERTIFICATE OF PUBLICATIONAnnapolis, Md., July 13, 1957

We hereby certify, that the annexed

Order Nisi - SaleEg. 11,989Clemon Owens, et al

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4successive weeks before the 15thday of July, 1957. The firstinsertion being made the 13th day ofJune, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILEDNo. M. C. 1055 1957 JUL 16 PM 3:18 By D. Tilghman

GEORGE B. WOELFEL, etc.

versus

CLEMON OWENS et ux

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,989

Equity

Ordered, this 10th day of June, 19 57, That the sale of the property in these proceedings mentioned made and reported by George B. Woelfel, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of July next.

The report states that the amount of sales was \$ 750.00

Filed
1957 June 10 3:55 PM

George T. Cromwell

Clerk.

True Copy,

TEST: Clerk.

(Final Order)

GEORGE B. WOELFEL, etc.

versus

CLEMON OWENS et ux

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of July, 19 57, that the sale made and reported by the ~~Attorney~~ aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Attorney~~ allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1957 JUL 17 PM 3:13

Benjamin Nicholson
Judge.

In the Case of

George B. Hoelfel,
Attorney named in Mortgage
VS.
Cleon Owens
and
Alverta Owens, his wife

In the
Circuit Court
For
Anne Arundel County
No. 11,989 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

August 3, 1957

All of which is respectfully submitted.

Laura K. Siskling
Auditor

Dr.

in ac.

George B. Woelfel, Attorney named in Mortgage

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	46	50	96	50
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	50	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	10	00		
George W. Scible - auctioneer's fee	15	00		
E. Churchill Murray, Agent - fire and extended coverage insurance from 11/24/56 to 5/24/57	3	00		
One-half Federal documentary stamps		55		
One-half State documentary stamps		55		
Mary M. Hoff - notary fees	1	00	94	10
To Attorney for Taxes, viz:				
1956 State and County Taxes	6	78		
1957 State and County taxes (6.52-adj)	2	41	9	19
To Mary Hallie Collinson, assignee of the mortgage filed in these proceedings, this balance on account mortgage claim	498	71	498	71
			750	00
Amount of mortgage claim filed	1,085	79		
Cr. Amount allowed above	498	71		
Balance subject to decree in personam	587	08		

with

George B. Woelfel, Attorney named in Mortgage

Cr.

1947

May

14

Proceeds of Sale

750 00

750 00

750 00

ORDER NISI

George B. Woelfel,
 Attorney named in Mortgage
 VERSUS
 Clemon Owens
 and
 Alverta Owens, his wife

In the
CIRCUIT COURT
 For
ANNE ARUNDEL COUNTY

No. 11,989

Equity.

ORDERED, This 8 day of August, 1957, That the
 Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16 day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16 day of September next.

George B. Woelfel, Esq.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of September, 1957, that the
 foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
 to the contrary having been shown, and that the ~~same~~ apply the proceeds accordingly with a due proportion
 of interest as the same has been or may be received.

Benjamin Nicholas
 Judge

FILED

1957 SEP 17 PM 12:41

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,959, Equity
GEORGE H. WOELFKEL,
Attorney Named in Mortgage
Versus
CLEMON OWENS and
ALBERTA OWENS, his wife
Ordered, this 8th day of August, 1957,
That the Report and Account of the
Auditor, filed this day in the above
entitled cause BE RATIFIED AND
CONFIRMED, unless cause to the
contrary be shown on or before the
10th day of September next; Provided,
a copy of this Order be inserted in
some newspaper published in Anne
Arundel County, once in each of three
successive weeks before the 10th day
of September next.
GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
A-20

No. M. G. 13231

CERTIFICATE OF PUBLICATIONAnnapolis, Md., September 11, 1957

We hereby certify, that the annexed

Order Nisi, to q. 11, 959
Auditor account.Clemon Owens

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3successive weeks before the 16thday of September, 1957. The firstinsertion being made the 15th day ofAugust, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1957 SEP 13 AM 9:30

Tilghman

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York

Plaintiff

Vs.

JOSEPH J. PARKER and
LILLIE PARKER, his wife
105 Louis Drive - Annapolis, Maryland

Defendants

Docket 17

Folio 18

Case No.

12,145 Equity

Filed

May 8, 1957

IN THE
CIRCUIT COURT
FOR

~~ANNE ARUNDEL COUNTY, MARYLAND~~
ANNE ARUNDEL COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

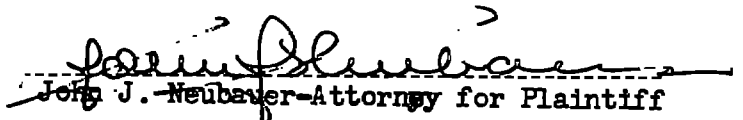
The petition of the plaintiff respectfully represent s:

That on the 27th day of February A.D. 1956 the defendant s executed and delivered to Weaver Bros. Inc. of Maryland, 100 St. Paul Street, Baltimore 2, Md., Anne Arundel a mortgage upon certain fee simple property in ~~ANNE ARUNDEL~~ County, therein described, to secure the payment of the mortgage debt of \$9700.00 and interest as therein mentioned, ~~wherein~~ which mortgage, by mesne assignments, was on March 8, 1956 short-assigned to Metropolitan Life Insurance Company; wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

AND WHEREAS, a default has occurred in the payment of principal and interest, as provided in said mortgage.

And your petitioner pray s that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.


John J. Neubauer-Attorney for Plaintiff

~~ANNE ARUNDEL COUNTY, MARYLAND~~

FILED

1957 MAY -8 AM 9:07

770.12,148 Equity

MORTGAGE—(Maryland)—Veteran
PURCHASE MONEYTHIS MORTGAGE, Made this 27th day of FEBRUARY
in the year one thousand nine hundred and fifty-six

between

JOSEPH J. PARKER and LILLIE PARKER, his wife,

WEAVER BROS. INC. OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, Mortgagee.

Mortgagor, and

Whereas, the said Mortgagor, stands bona fide indebted unto the said Mortgagee in the full and just sum of
 NINE THOUSAND SEVEN HUNDRED AND NO/100- - - - - Dollars
 (\$9,700.00) for money this day loaned by the said Mortgagee unto the said Mortgagor, which the said Mortgagor covenants and agrees to repay unto the said Mortgagee, its successors and assigns, together with interest at the rate of four and one-half percent per annum

payable monthly in each year,
 until said principal sum is fully paid according to the tenor of the Promissory Note of even date herewith, and passed by the said Mortgagor unto the said Mortgagee for said principal debt of

NINE THOUSAND SEVEN HUNDRED AND NO/100- - - - - Dollars
 (\$ 9,700.00), due and payable as follows: Interest on the aforesaid sum of

NINE THOUSAND SEVEN HUNDRED AND NO/100- - - - - Dollars
 accounting from the date hereof to be paid on the first day of March, 1956

and thereafter the sum of Forty-nine and fifteen hundredths (\$49.15)- - - - - Dollars
 on the first day of April, 1956 and the same amount on the first day of every month

thereafter, up to and including the first day of January, 1986 and the balance
 of principal and interest remaining unpaid shall be payable on the first day of February, 1986

and the said monthly payments shall be applied first to the payment of interest on the balance of unpaid principal at the rate of four and one-half percent per annum and any amount remaining after the payment of the said interest shall be applied to the unpaid principal; all of the aforesaid sum being used as part of the purchase price for the property hereinafter described. That together with and in addition to the monthly payment of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagors will pay to the Mortgagee on the first day of each month until debt is fully paid a sum equal to one-twelfth of the annual taxes and other municipal liens and charges and ground rent, if any, to become due on the mortgaged property, such sums to be held by the Mortgagee to pay said taxes and other municipal liens and charges and ground rent, if any, as and when they become due and payable. Nothing herein contained, however, shall prevent the Mortgagee, or its successors or assigns, from comingling all sums so paid hereunder with its or their general fund.

Both principal and interest of said Note to be payable in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, at the principal office of the Mortgagee, 100 St. Paul Street, Baltimore, Md., or at such other place, either within or without the said State, as the owner or holder hereof may, from time to time, in writing, designate.

And, Whereas, At the time of making said loan, and as a condition precedent thereto, it was agreed by and between the parties hereto that the repayment of the same and of the interest to become due thereon, and of all taxes, ground rent, if any, assessments, public dues, and charges levied or to be levied by law on the property hereby mortgaged, and on the mortgage debt or debts created or secured by this Mortgage, should be secured by the execution hereof.

Now This Mortgage Witnesseth, That in consideration of the premises and the sum of \$1 the said

JOSEPH J. PARKER and LILLIE PARKER, his wife,

Mortgagor, does hereby grant, convey, transfer and assign unto Weaver Bros., Inc. of Maryland, aforesaid, its successors and assigns, all the lot of ground situated in County of Anne Arundel in the State of Maryland, and described as follows, viz.:

ALL that piece or parcel of land lying and being in the Sixth Election District, City of Annapolis, Anne Arundel County, State of Maryland, and more particularly described as follows:

LOT 19, BLOCK C, Forest Villa, as shown on a plat of Forest Villa, recorded among the Plat Records of Anne Arundel County in Plat Book 25, Folio 35; the improvements thereupon being known as 105 LOUIS DRIVE.

BEING the same property conveyed by Forest Villa, Incorporated, a body corporate of the State of Maryland, to Joseph J. Parker and Lillie Parker, his wife, by Deed dated February 27, 1956, and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

METROPOLITAN LIFE INSURANCE COMPANY
 1 Madison Avenue-New York 10, New York
 Plaintiff

IN THE CIRCUIT COURT
 FOR

vs.

ANNE ARUNDEL COUNTY
 IN EQUITY

JOSEPH J. PARKER and
 LILLIE PARKER, his wife
 105 Louis Drive-Anne Arundel County, Md.
 Defendants

PETITIONER'S EXHIBIT NO. 1

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1957 MAY -8 AM 9:07

Privilege is granted to pay the unpaid balance of the indebtedness in full at any time or to make one or more additional principal payments in accordance with the Amortization Schedule on the first day of any month.

In the event that any installment shall become overdue for a period in excess of fifteen days (15), a "late charge" of ~~two~~ ^{four} cents (2%) for each dollar (\$1.00) so overdue may be charged by the holder hereof for the purpose of defraying the expense incident to handling such delinquent payment.

Together with the buildings, hereditaments, improvements, and appurtenances thereof, and all the estate, right, title, and interest of the said Mortgagor in and to the said described premises or the streets and alleys adjoining or adjacent to the same. And it is mutually covenanted and agreed by and between the parties hereto that all shelving, counters, office, department, and other partitions, all store fixtures, gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing, heating, and air-conditioning equipment, mirrors, mantels, refrigerating plant and iceboxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are ever furnished by landlords in letting or operating a building, similar to the one situated on the premises herein described, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, and all persons claiming by, through, or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned, and to be conveyed by this Mortgage. **And particularly the gas range now installed in said property, and any replacements or substitutions thereto.**

To have and to hold the said lot of land, with the improvements and appurtenances aforesaid, unto the said Weaver Bros., Inc. of Maryland, its successors and assigns,

In fee simple forever.

Provided that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this Mortgage shall be void.

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this Mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

And the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (and sale to take place after the default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. And such sale shall be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots; and the sale shall be made after giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county in which the land is situated; and the party selling may also give such other notice as he may deem expedient; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And it is agreed that upon any sale of said property under this Mortgage, whether under the above assent to a decree or under the above power of sale or otherwise, the proceeds of sale shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including the counsel fee of \$50.00 for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or its assigns or to the Trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also a commission to the party making said sale equal to the commission allowed Trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said Mortgagor, or its successors and assigns, and half of such commissions and all

such expenses and costs shall be paid by the Mortgagor, or its assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that until default be made in any covenant or condition of this Mortgage (but not thereafter), the said Mortgagor shall have possession of the property, upon paying in the meantime all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest secured by this Mortgage, which mortgage debt and interest, taxes, assessments, ground rent, if any, public dues, and charges the said Mortgagor covenants to pay when legally due, and upon payment thereof to exhibit to the Mortgagee, its successors and assigns, the receipted bills thereof at the principal office of the Mortgagee, its successors and assigns. And upon any default in any of the covenants of this Mortgage, the Mortgagee, its successors and assigns, shall be entitled to the rents and profits of said property which in that event are hereby assigned to the Mortgagee, its successors and assigns, as additional security, and the Mortgagee, its successors and assigns, shall also be entitled in that event, if it so elects, to the immediate appointment of a Receiver for said property, without notice to the Mortgagor and without regard to the adequacy or inadequacy of the property as security for the mortgage debt. The Mortgagee, its successors and assigns, or Receiver appointed pursuant to the provisions of this paragraph shall exercise all of the rights of the said Mortgagor with regard to any and all leases between the said Mortgagor and any tenants or lessees occupying any part or all of the mortgaged property and the Mortgagee, its successors and assigns, or Receiver, shall have the right from time to time in its discretion to vary the terms of any written or oral lease, or tenancy, or to sue for the recovery of any sum or sums due, past due or to become due thereunder and any and all acts done by the Mortgagee, its successors or assigns, or Receiver, are hereby authorized, ratified and approved by the said Mortgagor.

And the said Mortgagor covenants to keep the improvements on the hereby mortgaged property insured against loss by fire and windstorm, or such other hazards and contingencies in an insurance company or companies acceptable to, and in an amount from time to time designated by, the said Mortgagee, its successors and assigns, but at no time less than the value of the improvements on said property, and to cause each and every policy of fire and windstorm insurance on said property to be so framed or endorsed as in case of fire and/or windstorm to inure to the benefit of the said Mortgagee, its successors and assigns, to the extent of its or their lien or claim under this Mortgage, and to deliver said policy or policies to the Mortgagee, its successors and assigns, to be kept by the Mortgagee, its successors and assigns, and to deliver all renewals thereof to the said Mortgagee, its successors and assigns, at its said principal office, or at such other place, either within or without the said State, as the owner or holder hereof may, from time to time, in writing, designate, one week in advance of the expiration of the same, stamped "PAID." And in the events of any loss by fire and/or windstorm the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee, its successors and assigns, only, and not to the Mortgagor and Mortgagee, its successors and assigns, jointly; such payment to the Mortgagee, its successors and assigns, shall be applied to the extinguishment of the principal, interest, and expenses secured by this Mortgage, whether then due or not, but not to exceed the amount payable under this Mortgage; provided that the Mortgagee, its successors and assigns, in lieu thereof, may by its written assent consent to the application by the Mortgagor of the said insurance money to the reconstruction of the improvements on the mortgaged property. The provisions relating to insurance contained in this instrument include insurance against war risk or damage and such other casualties in contingencies and in such amounts and for such periods as the holder of the note or mortgage, hereby secured, may from time to time require.

And the said Mortgagor covenants to comply with the requirements of any or all departments of the state, county, city and municipal government within 20 days after notice of such requirements shall have been given to the then owner of said premises.

And it is further mutually covenanted and agreed that in the event of the passage, after the date of this Mortgage, of any law of the State of Maryland, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, the whole of the principal sums secured by this Mortgage, together with interest due thereon, shall, at the option of the Mortgagee, its successors and assigns, without notice to any party, become immediately due and payable.

And it is further mutually covenanted and agreed by said parties that in default of the payment by said Mortgagor of all or any taxes, ground rent, if any, charges, and assessments which may be imposed by law upon the said mortgaged premises or any part thereof; or that in default of the payment of any fire and/or windstorm insurance premium for policies written under the terms of this Mortgage; then and in either or both of such events it shall be lawful for the said Mortgagee, its successors and assigns, to pay the amount of any such tax, charge, assessment, or insurance premium, with any expenses attending the same; and any amounts so paid the said Mortgagor shall repay to the said Mortgagee, its successors, on demand, with interest thereon, and the same shall be a lien on the said premises and be secured by the said Note and by these presents; and the whole amount hereby secured, if not then due, shall thereupon, if the said Mortgagee, its successors and assigns, so elects, become due and payable forthwith.

And the said Mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

Whenever the singular or plural number, or masculine, feminine, or neuter gender is used herein, it shall equally include the other, and every mention herein of the Mortgagor or Mortgagee shall include the heirs, executors, administrators, successors, and assigns of the party so designated.

In Witness Whereof the said **Joseph J. Parker and Lillie Parker, his wife, have here-**
unto subscribed their hands and affixed their seals.

Witness *R. Tilghman Brice, III*
R. Tilghman Brice, III

Joseph J. Parker [L. S.]
Lillie Parker [L. S.]
Lillie Parker

STATE OF MARYLAND,
County OF Anne Arundel

} ss.

I Hereby Certify that on this 27th day of FEBRUARY, in the year one thousand nine hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared **Joseph J. Parker and Lillie Parker, his wife,** and acknowledged the foregoing Mortgage to be their act.

Witness my hand and notarial seal:

R. Tilghman Brice, III Notary Public.

I Hereby Certify that on this 27th day of FEBRUARY, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the personally appeared R. Tilghman Brice, III and made oath in due form of law that the consideration named in the foregoing Mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the within named Mortgagee.

Witness my hand and notarial seal:

Winson G. Gott, Jr.

Notary Public.

and without recourse
For Value Received, WEAVER BROS. INC. OF MARYLAND hereby assigns the within and foregoing Mortgage and the mortgage debt secured thereby unto the Metropolitan Life Insurance Company, MARYLAND TRUST COMPANY.
As witness the signature of said body corporate, Assignor, by the hand of Roy E. Paddock its Assistant Vice President

and its corporate seal hereto affixed this 27th day of February, 1956

Witness:

Hugh K. Gambrell
Assistant Secretary

WEAVER BROS. INC. OF MARYLAND, [SEAL]
By Roy E. Paddock
Assistant Vice President

MLI#G 186643

MORTGAGE

(MARYLAND)

FROM

JOSEPH J. PARKER and

LILLIE PARKER, his wife.

TO

WEAVER BROS. INC. OF MARYLAND

Received for Record 15 Day
of MARCH 1956, at 11:45 A.M.
and the same day recorded in Liber
G.T.C. No. 1008 Fol. 524 Land
Records of Anne Arundel County
GEORGE T. CROMWELL, Clerk

Received for Record 15 Day
of MARCH 1956, at 11:45 A.M.
and the same day recorded in Liber
G.T.C. No. 1008 Fol. 524 Land
Records of Anne Arundel County
GEORGE T. CROMWELL, Clerk

Received for Record 15 MARCH 1956

at 11:45 o'clock A.M. Same day recorded

in Liber G.T.C. No. 1008 Folio 524 &c.

one of the Land Records of

and examined per

GEORGE T. CROMWELL, Clerk

Cost of Record \$

To: R. Tilghman Brice, III, Attorney

For Value Received, and without recourse, MARYLAND TRUST COMPANY hereby assigns the within and foregoing Mortgage and the mortgage debt secured thereby unto the Metropolitan Life Insurance Company.

As witness the signature of said body corporate, Assignor, by the hand of Christopher A. Ruvo its Vice President

and its corporate seal hereto affixed this 8th day of March 1956.

WITNESS:

Christopher A. Ruvo (Asst. Sec. ty.)

MARYLAND TRUST COMPANY (SEAL)

By Christopher A. Ruvo (Vice President)

Rec'd for record Mar. 15 1956, at 11:45 A.M. "O.P."
M ed to R. Tilghman Brice, III

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York
 Plaintiff

VS.

JOSEPH J. PARKER and
LILLIE PARKER, his wife
105 Louis Drive
Anne Arundel County, Maryland
 Defendant s

IN THE
 CIRCUIT COURT FOR
 ANNE ARUNDEL COUNTY, IN EQUITY
~~RECEIVED 1957 MAY 10 1957~~

Docket No. 17, Folio 18

Case No. 12,146 Equity

MILITARY SERVICE AFFIDAVIT

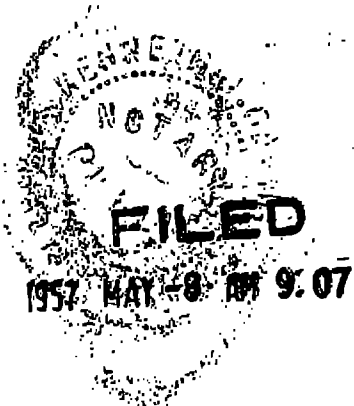
STATE OF MARYLAND, BALTIMORE CCUNTY, To Wit:

I HEREBY CERTIFY that on this 7th day of May, 19 57
 before me, the subscriber, a Notary Public in and for the State of Maryland,
Anne Arundel County,
~~County of Baltimore~~ personally appeared JOHN J. NEUBAUER
 and made oath in due form of Law that he knows the Defendant(s) herein and
 that to the best of his information, knowledge and belief:

- (1) Said Defendant(s) is not in the Military service of the United States.
- (2) Said Defendant(s) is not in the Military service of any nation allied with the United States.
- (3) Said Defendant(s) has not been ordered to report for induction under the Selective Training and Service Act.
- (4) Said Defendant(s) is not a member of the Enlisted Reserve Corps who has been ordered to report for Military Service.

John J. Neubauer
 John J. Neubauer - Affiant

Kenneth J. Jaenz
 Notary Public



Anne Arundel County
Decree in Circuit Court for ~~Baltimore County~~

METROPOLITAN LIFE INSURANCE COMPANY

1 Madison Avenue

New York 10, New York

Plaintiff

Vs.

JOSEPH J. PARKER and

LILLIE PARKER, his wife

105 Louis Drive

Anne Arundel County, Md.

Defendants

DOCKET 17

FOLIO 18

CASE NO. 12,148 Equity

FILED

IN THE
CIRCUIT COURT

FOR

~~BALTIMORE COUNTY~~

ANNE ARUNDEL COUNTY, IN EQUITY

TERM, 19

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It Is Thereupon, this 17th day of May, in the year nineteen hundred and fifty-seven, by the Circuit Court of Baltimore County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; John J. Neubauer and Robert J. Neubauer that they be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Ten Thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any further Decree or Order in the premises; they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily or weekly newspaper or newspapers published in Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which shall be on credit, all cash, and the unpaid balance of the sale price to bear interest from the day of sale and be paid upon ratification of sale; the sale price shall be paid to the Trustees on the day of sale and be paid upon ratification of sale; and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their ~~assigns~~ heirs the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged their trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED

1957 MAY 17 PM 3:47

Benjamin Michaelson
Judge

IN THE CIRCUIT COURT

OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

Metropolitan Life
Insurance Company

versus

Joseph J. Parker and
Lillie Parker, his wifeBOND OF TRUSTEE TO SELL
Real EstateNo. 12,148
Equity

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer and

Robert J. Neubauer, Baltimore 2, Maryland

as Principal,

and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand and 00/100 - - - - - Dollars (\$ 10,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 20th day of May
in the year of our Lord one thousand, nine hundred and fifty-seven.

WHEREAS THE ABOVE BOUNDEN John J. Neubauer and
Robert J. Neubauer

by virtue of a decree of the Honorable the Judge of the Circuit Court of
Anne Arundel County have been appointed trustees to sell
Real Estate mentioned in the proceedings in the case of

Metropolitan Life Insurance Company

versus

Joseph J. Parker and Lillie Parker, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden

John J. Neubauer and Robert J. Neubauer

do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Marie C. Sigwart
Marie C. Sigwart

John J. Neubauer (SEAL)
John J. Neubauer

Robert J. Neubauer (SEAL)
Robert J. Neubauer

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By *Howard J. McNamara*
Howard J. McNamara
Attorney in fact.

FILED

1957 MAY 22 AM 9:16

Bond approved this
22^d day of May 1957
George T. Cromwell, Clerk

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York

Plaintiff

vs.

JOSEPH J. PARKER and
LILLIE PARKER, his wife
105 Louis Drive
Anne Arundel County, Maryland
Defendants

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
IN EQUITY

No. 12,148

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of Metropolitan Life Insurance Company, 1 Madison Avenue, New York 10, New York, under the mortgage from Joseph J. Parker and Lillie Parker, his wife, to Weaver Bros. Inc. of Maryland, dated the 27th day of February, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1008, folio 521, which mortgage was, by mesne-assignments, short-assigned to Metropolitan Life Insurance Company on March 8, 1956.

Principal amount of mortgage	\$ 9700.00
Less payments made on account.	103.55
Balance on principal	\$ 9596.45
LESS:	
Credit in expense account.	10.17
Net balance on account of principal.	\$ 9586.28
Interest to July 1st, 1957	287.88
Balance due on principal and interest	\$ 9874.16

Daily interest is \$ 1.19

METROPOLITAN LIFE INSURANCE COMPANY

LOUIS G. BUISSON THIRD Vice-President

STATE OF NEW YORK, COUNTY OF NEW YORK, to wit:

I HEREBY CERTIFY, that on this 29th day of May, in the year nineteen hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of New York, in and for said County of New York, personally appeared LOUIS G. BUISSON, THIRD Vice-President of METROPOLITAN LIFE INSURANCE COMPANY, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and notarial seal, the day and year last above written.

S. FRANK CLOUTING
NOTARY PUBLIC, State of New York
No. 31-0667700
Qualified in New York County
Commission Expires March 30, 1959

S. Frank Clouting
Notary Public
My commission expires: MAR 30 1959

1957 JUN -1 AM 9:41
FILED

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York

VS. Plaintiff

JOSEPH J. PARKER and
LILLIE PARKER, his wife
105 Louis Drive
Anne Arundel County, Maryland

—IN THE—

CIRCUIT COURT

no. 12,148 Equity
—FOR—

ANNE ARUNDEL COUNTY, IN EQUITY
~~BALTIMORE COUNTY~~

ANNE ARUNDEL COUNTY

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ~~BALTIMORE COUNTY~~

The Report of Sale of John J. Neubauer and Robert J. Neubauer
Trustee-s appointed by the decree in the above entitled cause to make sale of fee simple
property situate in the 6th Election District, City of Annapolis, Anne Arundel
County, Maryland, upon which the improvements are known as No. 105 Louis Drive,
in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security
for the faithful discharge of their trust as prescribed by said decree, which was duly
approved, and having given notice of the time, place, manner and terms of sale by advertisements
inserted in the "EVENING CAPITAL"

a daily newspaper, published in Annapolis, Maryland,
more than three successive weeks preceding the day of sale, said Trustee-s did pursuant
to said notice on Monday, the 1st day of July, 1957,
at 4:00 o'clock, P.M., attend on the premises and then and there sold
the fee simple property to Metropolitan Life Insurance Company, New York 10, N.Y.,
at and for the sum of Seventy-five Hundred and 00/100 Dollars (\$7500.00);
it being the highest bidder therefor.

John J. Neubauer
John J. Neubauer - Trustee
Robert J. Neubauer
Robert J. Neubauer - Trustee

CITY
State of Maryland, ~~County~~ of Baltimore, Sct.

I Hereby Certify, that on this 2nd day July, 1957,
before me, the subscriber, a Notary Public of the State of Maryland, in and for the City
JOHN J. NEUBAUER and ROBERT J. NEUBAUER,
Baltimore aforesaid, personally appeared Trustee-s and made oath that
the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby
reported was fairly made.

AS WITNESS, my hand and notary seal

1957 JUL -3 AM 10:48 Catherine T. Boegner, Notary Public

LIBER 105 PAGE 436
ORDER NISI

METROPOLITAN LIFE INSURANCE

COMPANY

versus

JOSEPH J. PARKER and
ELLIE PARKER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,148

Equity

Ordered, this 3rd day of July, 19 57, That the sale of the
property in these proceedings mentioned
made and reported by John H. Neubauer and Robert J. Neubauer
Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th
day of August next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 5th
day of August next.

The report states that the amount of sale ~~was~~ was \$ 7500.00

FILED L957
July 3, 11:00

George T. Linnell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

METROPOLITAN LIFE INSURANCE

COMPANY

versus

JOSEPH J. PARKER AND
LILLIE PARKER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 6th day of August, 19 57,
that the sale made and reported by the Trustees aforesaid, be and the same is hereby Ratified and Confirmed
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order
Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall pro-
duce vouchers for the Auditor.

FILED

1957 AUG -6 PM 3:36

Benjamin Michaelson
Judge

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Legal Notice

Order NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL
COUNTY
No. 12,148 Equity
METROPOLITAN LIFE INSUR-
ANCE COMPANY

Vs.

JOSEPH J. PARKER and LILLIE
PARKER, his wife.

Ordered, this 3rd day of July,
1957, That the sale of the property
in these proceedings mentioned
made and reported by John J.
Neubauer and Robert J. Neubauer
Trustees, BE RATIFIED AND
CONFIRMED, unless cause to the
contrary thereof be shown on or
before the 5th day of August next;
Provided, a copy of this Order be
inserted in some newspaper pub-
lished in Anne Arundel County,
once in each of three successive
weeks before the 5th day of Aug-
ust next.

The report states that the
amount of sale was \$7,500.00.
GEORGE T. CROMWELL, Clerk.
True Copy, TEST:

GEORGE T. CROMWELL, Clerk.
JY-26

CERTIFICATE OF PUBLICATION

Annapolis, Md., Aug 2, 1957

We hereby certify, that the annexed

Order Nisi - Sale - Eq 12,148

Joseph J. Parker

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 5th

day of August, 1957. The first

insertion being made the 5th day of

July, 1957.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

No. E.C. 1957-AUG -2 AM 10:46

By Marion Lato

In the Case of

Metropolitan Life Insurance

Company

vs.

Joseph J. Parker

and

Lillie Parker, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,148

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from then she has stated the within account.

All of which is respectfully submitted.

August 16, 1957

Laura K. Dickling
Auditor.

FILED

1957 AUG 17 AM 11:44

Dr.

Metropolitan Life Insurance Company vs. Joseph J. Parker
and Lillie Parker, his wife

in ac.

To Trustees for Fee, viz:	50	00		
To Trustees for Commissions, viz:	256	40	306	40
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and three copies	18	00	56	00
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	50	00		
Capital-Gazette Press - order nisi (sale)	3	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Baltimore Sun - advertising sale	12	50		
U. S. Fidelity & Guaranty Co. -bond premium	40	00		
E. T. Newell & Co., Inc. - auctioneer's fee	25	00		
Clerk of Court - recording order	1	25		
Federal liens report	1	50		
One-half Federal documentary stamps	4	13		
One-half State documentary stamps	4	12		
Catherine T. Boegner - notary fees	1	00	153	50
To Metropolitan Life Insurance Co., assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	7,072	32	7,072	32
			7,588	22
Amount of mortgage claim filed	9,874	16		
Cr. Amount allowed above	7,072	32		
Balance subject to decree in personam	2,801	84		

with

John J. Neubauer and Robert J. Neubauer, Trustees

Cr.

[illegible]

ORDER NISI

LIBER 105 PAGE 441

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Metropolitan Life Insurance

Company

VERSUS

Joseph J. Parker

and

Lillie Parker, his wife

No. 12,148

Equity.

ORDERED, This 17th day of August, 1957, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23 day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23 day of September next.

George F. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th day of September, 1957, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Nicholas, Judge

FILED

1957 SEP 24 PM 4:03

18

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATIONAnnapolis, Md., September 16, 1957

We hereby certify, that the annexed

Order Nisi E.g. 12,148
Auditor accountJoseph J. Parker

was published in

Evening Capitala newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 3successive weeks before the 23rdday of September, 1957. The firstinsertion being made the 20th day ofAugust, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman**Order Nisi**IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
12,148. Equity
METROPOLITAN LIFE
INSURANCE COMPANY

Versus

JOSEPH J. PARKER and
LILLIE PARKER, his wifeOrdered, this 17th day of August,
1957, That the Report and Account
of the Auditor, filed this day in
the above entitled cause, BE RATI-
FIED AND CONFIRMED, unless
cause to the contrary be shown on
or before the 23rd day of Septem-
ber next; Provided, a copy of this
Order be inserted in some news-
paper published in Anne Arundel
County, once in each of three suc-
cessive weeks before the 23rd day
of September next.GEORGE T. CROMWELL, Clerk
True Copy: TEST:

GEORGE T. CROMWELL, Clerk

S-3

FILED

No. E. 1957/SEP 16 PM 1:00

IN THE MATTER OF THE
SALE OF THE MORTGAGED : Equity No. 11,812 ✓
LEASEHOLD PROPERTY OF :
Orval P Wilson :
Clara B Wilson :
FOR
ANNE ARUNDL COUNTY
.....

Petition to docket foreclosure and order to file
EXHIBIT of Original mortgage

Mr Clerk:

Please docket above styled Foreclosure and docket
Original Mortgage as "Exhibit No. 1."

Louise Strauss
ATTY FOR ATTORNEY NAMED
IN MORTGAGE.

STATEMENT OF CLAIM.

To balance due under mortgage dated 3/17/56 ⁶⁹ includes
recorded J.H.H. 917 folio 263..... ⁴⁷⁰⁷ ~~the~~ interest
July 16/56. 1956 taxes unpaid.

I hereby Certify that on this 16 day of July, 1956., personally
appeared David Lipnick Atty named in mortgage and agent and Attorney for
Standard Liquidators., Inc., and made oath in due form of law that the
amount set forth in the foregoing statement is true to the best of his
knowledge and belief.

Mildred F. Bean
Notary Public.



FILED
1956 JUL 17 AM 9:38

Herbert Kaufman
INVESTMENTS AND REAL ESTATE

1615 W. NORTH AVENUE
BALTIMORE 17, MD.

July 16, 1956

Re: 102 Sumrit Avenue

Balance under mortgage - March 17, 1955	\$5193.12
Ground Rent paid	84.00
Insurance	18.45
Interest March 17, 1955 to date	397.12
	<hr/>
	\$5692.69
By payments received	<hr/>
	-975.00
Balance due	\$ 4707.69
1956 Taxes not paid	

LIBER 105 PAGE 445

LIBER 917 PAGE 263

Purchase Money

THIS/MORTGAGE, Made this

17th

day of March

No 11,812 Equity

in the year one thousand nine hundred and fifty-five by and between Orval P. Wilson,
and Clara B. Wilson, His wife, of Baltimore County, in the State of Maryland

Mortgagors, ~~Standard Liquidators, Inc., a body corporate of the State of Maryland~~, of the first part, and
Standard Liquidators, Inc., a body corporate of the State of Maryland

, Mortgagee , of the second part

WHEREAS the said mortgagors are justly indebted to the said mortgagee, in the full and just sum of Fifty One Hundred Ninety Three (\$5,193.00) - - - - - being part of the purchase price of the hereinafter described property to be repaid together with interest at the rate of Six Per Cent Per Annum in sums of Seventy Five Dollars accounting from April 17, 1955, at which time the first payment is to become due and payable, on the First day of each and every month, and payable in sums of Seventy Five (\$75.00) Dollars per month on the 1st day of each and every month until the entire mortgage debt and interest thereon are fully paid ; of said monthly payments Twenty-Five Dollars Ninety-Six Cents shall be applied to the interest on said mortgage debt; Fourteen Dollars Sixty-Four Cents (\$14.64)- to be applied to the payment of Taxes, ground rent and insurance to accrue in connection with the hereinafter described property and the balance of said monthly payments to be applied to the aforesaid principal debt, with an abatement in the monthly interest of Fifty Cents as and when and as often as the sum of One Hundred Dollars is paid on account of the aforesaid principal debt.

AND TO better secure the prompt payment of the said mortgage debt and interest as aforesaid, THESE PRESENTS ARE EXECUTED.

Now This Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said mortgagors

do grant and assign unto Standard Liquidators, Inc.,

its successors - - - - -

~~executors, administrators~~ and assigns,

those Four

all that - - - - - lot s or parcel s of ground situate and lying in Third Election District

Anne Arundel County, State of Maryland - aforesaid and described as follows, to wit:—~~Beginning at~~

BEING known as and described as Lots Nos. 4, 5, 6, and 7 in Block "O" of the Flat of Marley Park Beach, which Flat is duly recorded among the Land Records of Anne Arundel County in Flat Book W.N.W. No. 2 folio 11; Cabinet 1, Rod E. Folio 11. Known as No. 102 Summit Avenue.

BEING the same four lots which by Assignment of even date and intended to be recorded among the Land Records of Anne Arundel County, State of Maryland immediately prior hereto was granted and conveyed by Standard Liquidators, Inc. to the mortgagors herein.

FILED

1955 JUN 17 AM 9:38

LIBER 917 PAGE 264

Together with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining.

To Have and To Hold the said lot or parcel of ground, with the improvements and appurtenances aforesaid, unto the said Standard Liquidators, Inc., its successors

~~executors, administrators~~ and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal thereof from time to time, forever, subject to the payment of the annual rent Eighty-Four (\$84.00) Dollars payable half-yearly on the First days of April and October in each and every year.

Provided, that if the said mortgagors. their

executors, administrators, or assigns, shall well and truly pay or cause to be paid the aforesaid principal sum of Fifty-One Hundred Ninety Three - - - - -

- - - - - dollars and all the installments of interest thereon when and as each of them shall respectively be due and payable as aforesaid and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagee its successors personal representatives, or assigns, or David A. Lipnick, its duly authorized Attorney or Agent of the said Mortgagee, its successors, ~~personal representatives~~, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of Fifty - - - - - Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its ~~executors, administrators~~ or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And it is agreed, that, until default be made in the premises, the said parties of the first part their executors, administrators or assigns, shall possess the aforesaid property upon paying in the meantime, the ground rent aforesaid, and all taxes, assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, and on the mortgage debt and interest, hereby secured; which taxes, ground rent, mortgage debt and interest, public dues, charges and assessments, the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on the hereby mortgaged property to the amount of at least Forty Five Hundred - - - - - dollars, and to cause the policy to be effected thereon to be so framed or endorsed as in case of fire, to inure to the benefit of said party of the second part to the extent of its lien or claim thereunder.

Witness— the hand s and seal s of the said mortgagors

TEST:

Charlotte E. Miller
Charlotte E. Miller

Orval P. Wilson [SEAL]
Orval P. Wilson

Clara B. Wilson [SEAL]
Clara B. Wilson

[SEAL]

State of Maryland, City of Baltimore

ss:

I Hereby Certify, that on this 17th day of March in the year one thousand nine hundred and fifty-five, before me, the subscriber, A Notary Public of the State of Maryland, in and for the City of Baltimore

aforesaid, personally appeared Orval P. Wilson, and Clara B. Wilson, his wife LIBER 105 PAGE 447
the Mortgagor s named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage

to be their act. At the same time also appeared Herbert Kaufman, President
of Standard Liquidators, Inc.,

and made oath in due form of law, that the consideration set forth in said Mortgage is true and bona fide
as therein set forth.

AS WITNESS MY HAND AND NOTARIAL SEAL

Recorded: April 13,
1955 at 1.05 P.M.

Charlotte E. Miller
Charlotte E. Miller-Notary Public

MORTGAGE

FROM

ORVAL P. WILSON, AND

CLARA B. WILSON, his wife

TO

STANDARD LIQUIDATORS,

INC.

BLOCK NO.

Received for Record *18 Apr.*, 19 *55*

at *1.05* o'clock *P.* M. Same day recorded

in Lib *263* No. *917* Folio *263* &c.,

Land Records of *A.A. Co.*

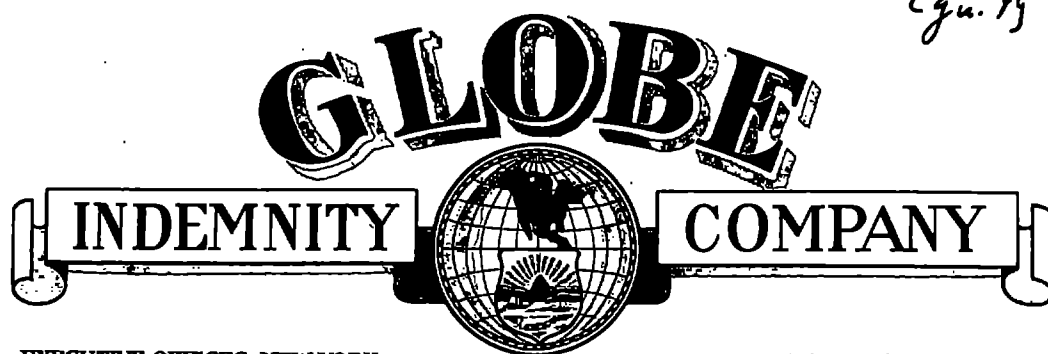
and examined per

JOHN H. HOPKINS, JR., Clerk

Cost of Record, \$

The Daily Record Company, Baltimore, Md.

Equity 11,812



EXECUTIVE OFFICES: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

11812 - Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, David A. Lipnick, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland to the full and just sum of FIVE THOUSAND FIVE HUNDRED DOLLARS \$5,500.00 current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firstly by these presents, sealed with our seals and dated this 10th day of August, 1956.

WHEREAS, by virtue of a power of sale contained in a mortgage from ORVAL R. WILSON AND CLARA B. WILSON, his wife bearing date on or about the 17th day of March, 1955 the said DAVID A. LIPNICK is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said DAVID A. LIPNICK is about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden DAVID A. LIPNICK does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect, otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered

in the presence of

Mildred F. Dean

Kathleen Meench
Kathleen Meench

David A. Lipnick (SEAL)
David A. Lipnick
GLOBE INDEMNITY COMPANY, a body corporate,
By John E. Hopkins, IV
John E. Hopkins, IV, Secretary

FILED

1956 AUG 10 PM 1:47

Bond approved this 10th Day of Aug. 1956
George T. Cromwell, Clerk

IN THE MATTER OF THE
 SALE OF THE MORTGAGED
 LEASEHOLD PROPERTY OF
 ORVAL P. WILSON AND
 CLARA B. WILSON, HIS WIFE

IN THE CIRCUIT COURT
 FOR
 ANNE ARUNDEL COUNTY
 NO. 11,812 EQUITY

 CERTIFICATE OF PUBLICATION

LOUIS M. STRAUSS
 Solicitor
 124 South Street
 Annapolis, Maryland

Mortgage Sale
Of Valuable Leasehold
Property And
Improvements

LOCATED AT
 MARLEY PARK BEACH
 ANNE ARUNDEL COUNTY, MD.

Under and by virtue of the Power of Sale contained in a mortgage dated March 17, 1935, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. No. 017, folio 203, default having occurred thereunder, the undersigned Attorney named in said mortgage will sell at Public Auction at the Court House Door, Church Circle, Annapolis, Maryland, on

Friday, August 10, 1956
at 2 P.M. (D.S.T.)

All those four lots of ground known and designated as Lots Nos. 4, 5, 6 and 7 in Block "O" of the Plat of Marley Park Beach as recorded in Cabinet 1, Rod E, Folio 11, among the Plat records of Anne Arundel County.

Improved by a modern Dwelling known and designated as No. 102 Summit Avenue, Marley Park Beach. Subject to an annual Ground Rent of Eighty-four (\$84.00) Dollars per annum, payable semi-annually.

TERMS OF SALE: A deposit of Five Hundred (\$500.00) Dollars at time and place of sale, balance upon ratification of Sale by the Circuit Court for Anne Arundel County; balance to bear interest to day of settlement. Taxes, Public Assessments, to be adjusted to day of sale.

DAVID A. LIPNICK,
 Attorney Named in Mortgage.

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 9, 1956

We hereby certify, that the annexed

Mortgage Sale

"Marley Park Beach"

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for

successive weeks before the 3

day of August, 1956. The first

insertion being made the 20th day of

July, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. E.C. 5556

FILED

1956 AUG 10 PM 3:13

IN THE MATTER OF THE
SALE OF THE MORTGAGED
LEASEHOLD PROPERTY OF
ORVAL P. WILSON AND
CLARA B. WILSON, his wife

*
*
*
*
*

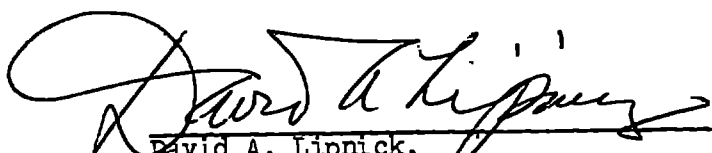
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 11,812 EQUITY

REPORT OF SALE

The report of David A. Lipnick, Attorney named in mortgage in these proceedings, respectfully represents,

And after giving bond with security for the faithful performance of his trust, and having complied with all the other prerequisites as required by Law, the Rules of this Court and the provisions of said mortgage filed in these proceedings, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital, a Newspaper published in Anne Arundel County, Maryland, for at least more than twenty (20) days as provided in said mortgage before the day of sale, he did, pursuant to said notice, attend the sale on the 10th day of August, 1956, at 2 o'clock P.M., E.D.S.T., and did then and there proceed to sell and did sell at public sale the property described in said mortgage and improvements thereon at and for the sum of Twenty-five Hundred Dollars (\$2,500.00)***** to and unto Standard Liquidators, Inc., a body corporate, it being the highest bidder therefor.

Respectfully submitted,


David A. Lipnick,
Attorney named in Mortgage.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 10th day of August, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared David A. Lipnick, Attorney named in Mortgage, and in the above Report of Sale, and he made oath in due form of law that the

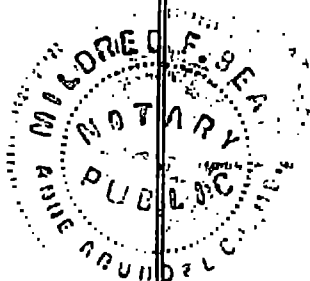
FILED

1956 AUG 10 PM 3:13

matters and facts stated in the foregoing Report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

Mildred F. Bean
Mildred F. Bean - Notary Public



In The Matter Of The Sale Of The
Mortgaged Leasehold Property Of

~~XXXXXXXX~~

Orval P. Wilson
Clara B. Wilson

IN THE
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,812 Equity

Ordered, this 10 day of August, 1956, That the sale of the
Property in these Proceedings mentioned,
made and reported by David A. Lipnick, Attorney named in Mortgage,
~~XXXXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15
day of September next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 15
day of September next.

The report states that the amount of sale ~~was~~ ^{was} \$2,500.00.

George T. Cronwell, Clerk.

True Copy,

TEST: Clerk.

Filed 10 Aug., 1956, at 3:13 P. M.

(Final Order)

In The Matter Of The Sale Of The
Mortgaged Leasehold Property Of

~~XXXXXXXX~~

Orval P. Wilson
Clara B. Wilson

IN THE
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th day of February, 1957,
that the sale made and reported by the ~~Attorney~~ ^{Attorney} aforesaid, be and the same ~~as~~ ^{is} hereby Ratified and Confirmed
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order
Nisi, passed in said cause; and the ~~Attorney~~ ^{Attorney} allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

Benjamin Michaelson
Judge

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order NisiIN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11812 EquityIn The Matter Of The Sale Of The Mort-
gaged Leasehold Property Of ORVAL
P. WILSON, CLARA B. WILSONOrdered, this 10th day of August,
1936, That the sale of the Property in
these Proceedings mentioned, made and
reported by David A. Lipulick, Attorney
named in Mortgage, BE RATIFIED
AND CONFIRMED, unless cause to the
contrary thereof be shown on or before
the 15th day of September next; Pro-
vided, a copy of this Order be inserted
in some newspaper published in Anne
Arundel County, once in each of three
successive weeks before the 15th day of
September next.The report states that the amount of
sale was \$2,300.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

-4

CERTIFICATE OF PUBLICATIONAnnapolis, Md., September 18 1936

We hereby certify, that the annexed

Order Nisi, PilsEq. 11,812Orval P. Wilson

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4successive weeks before the 15thday of September, 1936. The firstinsertion being made the 13th day ofAugust, 1936.

THE CAPITAL-GAZETTE PRESS, INC.

By H. J. T. [Signature]No. E.C. 564 **FILED**
1937 FEB -7 PM 2:47

In the Case of

In the Matter of the Sale
of the
Mortgaged Leasehold Property
of ~~NSI~~
Orval P. Wilson
and
Clara B. Wilson, his wife

**In the
Circuit Court**

For

Anne Arundel County

No. 11,812

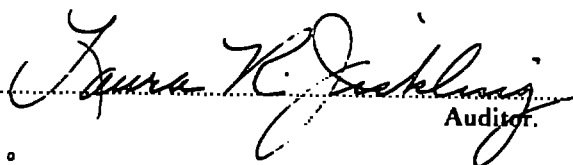
Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

August 22, 1957

All of which is respectfully submitted.


Auditor.

FILED

1957 AUG 23 AM 9:33

Dr.

in ac.

In the Matter of the Sale of the Mortgaged Leasehold Property
of Orval P. Wilson and Clara B. Wilson, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	107	50	157	50
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	24	39		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - 1956 bond premium	22	00		
Globe Indemnity Co. - 1957 renewal premium	5	00		
Robert H. Campbell - auctioneer's fee	25	00		
One-half Federal documentary stamps	1	38		
One-half State documentary stamps	1	37		
Mildred F. Bean - notary fees	1	00	94	14
To Attorney for Taxes, viz:				
1956 State and County taxes	62	49		
1957 State and County taxes - 222 days	41	94	104	43
To Attorney for Ground Rent, viz:				
Semi-annual ground rent (\$42.00, due 10/1/57 - 132 days)	30	36	30	36
To Standard Liquidators, Inc., mortgagee -				
this balance on account mortgage claim	2,062	07	2,062	07
			2,500	00
Amount of mortgage claim filed	4,707	69		
Interest from 7/16/56 to 8/10/56	19	62		
	4,727	31		
Cr. Amount allowed above	2,062	07		
Balance subject to decree in personam	2,665	24		

with

David A. Lipnick, Attorney named in Mortgage

Cr.

[illegible]

ORDER NISI

LIBER 105 PAGE 457

In the Matter of the Sale of the
Mortgaged Leasehold Property
of ~~VERSUS~~
Orval P. Wilson
and
Clara B. Wilson, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,512

Equity.

ORDERED, This 23 day of August, 1957, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 27
day of September next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
27 day of September next.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28th day of September, 1957, that the
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown, and that the ~~same~~ apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

George T. - [illegible]
Matthew S. Evans
Judge

FILED

1957 SEP 28 AM 11:41

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11812, Equity
IN THE MATTER OF THE SALE
OF THE MORTGAGED LEASE-
HOLD PROPERTY OF
ORVAL P. WILSON and
CLARA B. WILSON, his wife

Ordered, this 23rd day of August,
1957, That the Report and Account
of the Auditor, filed this day in the
above entitled cause BE RATIFIED
AND CONFIRMED, unless cause
to the contrary be shown on or
before the 27th day of September
next: Provided, a copy of this
Order be inserted in some news-
paper published in Anne Arundel
County, once in each of three suc-
cessive weeks before the 27th day
of September next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:

GEORGE T. CROMWELL, Clerk
8-7

CERTIFICATE OF PUBLICATIONAnnapolis, Md., September 17, 1957

We hereby certify, that the annexed

Order Nisi - Eq. 11812
Auditor Account

Orval P. Wilson

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3successive weeks before the 27thday of September, 1957. The firstinsertion being made the 24th day ofAugust, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman

FILED

No. E.C. 13438-17 AM 11:49

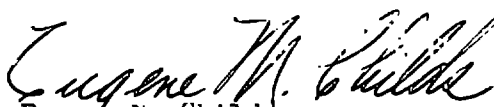
17

IN THE MATTER OF THE	:	NO. 12,052 EQUITY
MORTGAGE REAL ESTATE OF	:	IN THE CIRCUIT COURT
CHARLES T. SHOOP and	:	FOR
MARY EDNA SHOOP, his wife	:	ANNE ARUNDEL COUNTY

PETITION TO DOCKET CASE

MR. CLERK:

Please docket the within case, file the mortgage and approve
the bond.


Eugene M. Childs
Attorney named in Mortgage

FILED

1957 MAR -6, PM 3:30

- 710.12, 052 *E. J. Smith*

PURCHASE MONEY

This Mortgage, Made this

day October

in the year nineteen hundred and fifty-two, by CHARLES F. SHOOP and MARY EDNA SHOOP, his wife,

Mortgagors of Anne Arundel County, in the State of Maryland, of the first part,

and M. LUTHER HUTCHINS

Mortgagee, of the second part, witnesseth:

WHEREAS, the Mortgagors are justly and bona fide indebted unto the Mortgagee in the full and just sum of four thousand dollars (\$4000.00) used in the purchase of the property hereinafter described, for the payment whereof the said Mortgagors have passed unto the said Mortgagee their joint and several promissory note of even date herewith for said \$4000.00, with interest thereon at the rate of six (6) per cent, payable four years after date; and the Mortgagors hereby agree to pay the interest on said principal sum in monthly sums of twenty dollars (\$20.00) on or before the 10th day of each succeeding month from date hereof, during the first year; and beginning October 3, 1953, said Mortgagors hereby agree to pay the principal sum aforesaid in monthly installments of sixty-five dollars (\$65.00), together with interest at 6% on the remaining unpaid balance of principal, on or before the 10th day of each succeeding month from said October 3, 1953, the entire balance of principal and interest due to be paid at the expiration of four years from date hereof; and the said mortgagors hereby reserve the privilege of making larger payments on account, or paying the full balance of principal and interest due, at any monthly payment period, and

WHEREAS, it was a condition precedent hereto that these presents be executed to more effectually secure the prompt payment of said note and/or any renewals or substitutes therefor, at the time limited for payment of the same.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors

do grant and convey unto the said

Mortgagee, his heirs and assigns, in fee simple, all

those lots or parcels of ground situate and lying in Eighth Election District, Anne Arundel

County, aforesaid, and described as follows:

1st. BEGINNING for the same at a stone planted on the dividing line of the land of Malvina Johnson and that of Mary Rockhold, where it intersects the land of Martin Luther Hutchins, and running thence westerly, in a straight line through the land of the said Martin Luther Hutchins, for a distance of 339 feet until it intersects the Northeasternmost corner of the Northern Methodist Cemetery lot, thence still westerly and bounding on said Cemetery lot for a distance of 147 feet to a post on the Westernmost side of a drainage ditch, and making a boundary between the land of Frank Ward and the said Martin Luther Hutchins, thence in a Northerly direction in a straight line, and binding on the land of the said Frank Ward, for a distance of 243 feet to a large marked gum tree standing on the boundary line of R. Pierson Leitch, thence easterly, in a straight line, and binding on the land of the said R. Pierson Leitch and in its course passing to the North of two large locust trees standing near a dividing line of said Leitch and said Hutchins for a distance of 535 feet to a stone set up on the boundary line of the parsonage of the Methodist Episcopal Church South, and J. J. Ringer, where it intersects the land of Martin Luther Hutchins, thence Southerly, in a straight line, binding on the land of the aforesaid Parsonage for a distance of 115 feet to the land of Malvina Johnson aforesaid, and still continuing same course and binding on the land of the said Malvina Johnson 77 feet to the place of beginning.

2nd. BEGINNING for the same on the Western side of the State Road leading from Friendship to Mt. Zion at the corner of the land of Malvina Johnson, and running thence

Westerly with her property to the land of Morris B. Johnson and wife a distance of 170 feet, thence with their line in a Northerly direction for a distance of 12 feet, and thence in an easterly direction, parallel with the first course herein to the State Road aforesaid for a distance of 170 feet, and thence with said State Road in a Southerly direction 12 feet to the place of beginning.

BEING the same property conveyed to Charles F. Shoop and Mary Edna Shoop, his wife, the within named Mortgagors, by Warren S. Robinson, single, by deed of even date herewith, intended to be recorded among the Land Records of Anne Arundel County simultaneously herewith; and being the same property conveyed to said Warren S. Robinson by Morris B. Johnson and wife, by deed dated September 5, 1951, recorded among said Land Records in Liber J.P.H. No. 642, folio 232.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, water, privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of said Mortgagee

his heirs and assigns, forever.

PROVIDED, that if the said Mortgagors

their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Four thousand (\$4000.00) - - - - - Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the Mortgagors

shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mort-

gage debt and interest, the said Mortgagors
for themselves and their heirs, personal representatives and assigns, do hereby
covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon
to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, cove-
nant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be
lawful for the said Mortgagee

his personal representatives or assigns, or
Eugene M. Childs, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much
thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and
convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made
in the manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper
printed in

Anne Arundel county, and such other notice as by the said Mortgagee, his personal
representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers
hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such
sale, including a fee of One hundred (\$100.00) dollars and a commission to the party making sale of said
property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having
equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, his
personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the
surplus (if any there be) shall be paid to the said Mortgagor s, their personal representatives or assigns,
or to whoever may be entitled to the same.

AND the said Mortgagor s for themselves and their heirs, personal representatives and assigns, do
hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid
under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or
notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure
proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and
interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the
Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commis-
sion the said Mortgagor s for themselves and their heirs, personal representatives and assigns, do hereby
covenant to pay, and the said Mortgagee, his personal representatives or assigns,
or Eugene M. Childs their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage
debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but
said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs,
expenses and commission.

AND the said Mortgagors
for themselves and their personal representatives and assigns, do further covenant to
insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said
Mortgagee, his personal representatives and assigns, the improvements on the hereby mortgaged
land to the amount of at least Four thousand (\$4000.00) - - - - -
Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the
benefit of the said Mortgagee, his personal representatives and assigns, to the extent of their lien
or claim hereunder, and to deliver said policy or policies to the said Mortgagee, his personal rep-
resentatives and assigns.

WITNESS the hands and seals of the said Mortgagor s.

TEST:

Eugene M. Childs
Eugene M. Childs

Charles F. Shoop (SEAL)
Charles F. Shoop

Mary Edna Shoop (SEAL)
Mary Edna Shoop

(SEAL)

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL

COUNTY, TO WIT:

I Hereby Certify, that on this 6 day of October in the year nineteen hundred and fifty-two before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared CHARLES F. SHOOP and MARY EDNA SHOOP, wife the Mortgagors named in the foregoing Mortgage and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared M. LUTHER HUTCHINS, Mortgagee and made oath in due

form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

WAS witness my hand and seal Notarial.

Eugene M. Childs
Eugene M. Childs

Notary Public

Recorded- 15th October, 1952, at 10 A.M.

PURCHASE MONEY

MORTGAGE

FROM

CHARLES F. SHOOP

MARY EDNA SHOOP, wife

TO

M. LUTHER HUTCHINS

BLOCK NO.

Received for Record 15 Oct 1952
at 10 o'clock A M. Same day recorded
in Liber 713 No. 713 Folio 451 &c.,

one of the Land Records of

John W. Stobbs
examined per
Clerk.

Cost of Record, \$

EUGENE M. CHILDS, Attorney at Law
192 Duke of Gloucester Street
Annapolis, Maryland

LIBER 105 pg 464

(Mortgagee's or Attorney's Bond)

LIBER 9 PAGE 23

No. 12,052
Equity

Know all Men by these Presents,

THAT WE Eugene M. Childs
as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut,
Hartford, Conn., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of
Five thousand and 00/100 (\$5,000.00) Dollars,

to be paid to the State or its certain Attorney, to which payment well and truly to be made and done, we bind
ourselves and each of us, our, and each of our Heirs, Executors, and Administrators. jointly and severally,
firmly by these presents; sealed with our seals and dated this 6th day of
March in the year nineteen hundred and fifty-seven

WHEREAS, the above bounden Eugene M. Childs, Attorney named in mortgage

by virtue of the power contained in a mortgage from Charles F. Shoop and Mary Edna Shoop, his wife
to M. Luther Hutchins

bearing date the 6th day of October nineteen hundred and
fifty-two and recorded among the land records of Anne Arundel County, Maryland

() in Liber JHH No. 713 Folio 451 and
being land and improvements in the 8th District of Anne Arundel County,
Maryland near Northern Methodist Cemetery lot.

is about to sell the land and premises described in said mortgage, default having been made in the payment of
the money as specified, and in the conditions and covenants therein contained.

Now the Condition of this Obligation is such, that if the above
bounden Eugene M. Childs

do and shall well and truly and faithfully perform the trust reposed in him
under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any
Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above
obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed, and delivered
in presence of

Harriett V. Dull
Harriett V. Dull
Betty Lee Hall
Betty Lee Hall

Bond approved this 8th day
of March 1957

George T. Cromwell, Clerk

Eugene M. Childs [SEAL]
Eugene M. Childs

HARTFORD ACCIDENT AND INDEMNITY COMPANY [SEAL]

By Joseph D. Lazenby Attorney-in-fact
Joseph D. Lazenby

FILED

957 MAR -8 AM 9:19

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
CHARLES F. SHOOP AND
MARY EDNA SHOOP, HIS WIFE

NO. 12,052 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY


STATEMENT OF MORTGAGE CLAIM

PRINCIPAL BALANCE DUE	\$3,800.00
INTEREST AT 6% THROUGH MARCH 10TH, 1957	361.00
	<hr/>
	\$4,161.00

STATE OF MARYLAND, CALVERT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 11th. day of March, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. BENFIELD HUTCHINS, one of the Executors of the Estate of M. Luther Hutchins, deceased, and made oath in due form of law that the above statement of mortgage claim is taken from the records of his Decedent, and is justly due and owing said Estate by the Mortgagors.

WITNESS my hand and Notarial Seal.


O. F. Bowen Notary Public

FILED

1957 MAR 12 AM 10:00

CHILDS & BALD, Attorneys

ATTORNEY'S SALE

OF VALUABLE

Fee Simple Property

LOCATED AT FRIENDSHIP, 8TH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

BY VIRTUE of the power of sale contained in a Mortgage from Charles F. Shoop and Mary Edna Shoop, his wife, to M. Luther Hutchins, dated the 6th day of October, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 713, folio 451. Default having occurred thereunder, the undersigned attorney named in said mortgage will sell at public auction at the Court House door in the City of Annapolis on

TUESDAY, MARCH 26th, 1957

AT 11 O'CLOCK A. M.

ALL THOSE TWO TRACTS of land located in the 8th election district of Anne Arundel County, Maryland, and described as follows:

FIRST. BEGINNING for the same at a stone planted on the dividing line of the land of Malvina Johnson and that of Mary Rockhold, where it intersects the land of Martin Luther Hutchins and running thence Westerly, in a straight line through the land of the said Martin Luther Hutchins, for a distance of 339 feet until it intersects the Northeasternmost corner of the Northern Methodist Cemetery lot, thence still Westerly and bounding on said Cemetery lot for a distance of 147 feet to a post on the Westernmost side of a drainage ditch, and making a boundary between the land of Frank Ward and the said Martin Luther Hutchins, thence in a Northerly direction in a straight line, and binding on the land of the said Frank Ward, for a distance of 243 feet to a large marked gum tree standing on the boundary line of R. Pierson Leitch, thence Easterly, in a straight line, and binding on the land of the said R. Pierson Leitch and in its course passing to the north of two large locust trees standing near a dividing line of said Leitch and said Hutchins for a distance of 535 feet to a stone set up on the boundary line of the parsonage of the Methodist Episcopal Church South, and J. J. Ringer, where it intersects the land of Martin Luther Hutchins, thence Southerly, in a straight line, binding on the land of the aforesaid Parsonage for a distance of 115 feet to the land of Malvina Johnson aforesaid, and still continuing same course and binding on the land of the said Malvina Johnson 77 feet to the place of beginning.

SECOND. BEGINNING for the same on the Western side of the State Road leading from Friendship to Mt. Zion at the corner of the land of Malvina Johnson and running thence Westerly with her property to the land of Morris B. Johnson and wife a distance of 170 feet, thence with their line in a Northerly direction for a distance of 12 feet, and thence in an Easterly direction, parallel with the first course herein- to the State Road aforesaid for a distance of 170 feet, and thence with said State Road in a Southerly direction 12 feet to the place of beginning.

BEING the same property conveyed to Charles F. Shoop and Mary Edna Shoop, his wife, by Warren S. Robinson, single, by deed dated October 6, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 713, folio 448. Containing three acres of land, more or less, and a 12-foot strip of land 170 feet deep.

THIS PROPERTY is improved by a frame dwelling containing three rooms and bath and a porch 7 by 28 feet; also, three poultry houses, and can be used for light farming or chicken raising.

TERMS OF SALE: A deposit of 10% of the purchase price will be required of the purchaser on the day of sale and balance to be paid in cash on ratification of sale with interest of 6% from date of sale to settlement. Taxes and other public charges will be adjusted to date of sale.

FOR FURTHER DETAILS inquire at the office of the undersigned.

EUGENE M. CHILDS,

Attorney Named in Mortgage,
192 Duke of Gloucester Street,
Annapolis, Maryland.

FILED
1957 APR -4 AM 11:27

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
CHARLES F. SHOOP AND
MARY EDNA SHOOP, HIS WIFE

NO. 12,052 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

AGREEMENT TO PURCHASE AND CERTIFICATE OF AUCTIONEER

This is to certify that ~~I~~(we) have purchased at public auction from Eugene M. Childs, Attorney, the property described in the advertisement attached hereto for the sum of Fifteen hundred fifty and 00/100 dollars and ~~I~~(we) agree to comply with the terms of the sale as set forth therein.

AS WITNESS ~~my~~ (our) hand(s) and seal(s) this 26th day of March, 1957.

Test:

LeRoy Ball.

C. W. Hutchins (SEAL)

Thomas Hutchins (SEAL)

This is to certify that I have this day sold at public auction for Eugene M. Childs, Attorney, the property described in the advertisement attached hereto to C. W. Hutchins and J. L. Hutchins, at and for the sum of Fifteen hundred fifty and 00/100 dollars. ~~I~~ (they) being at that price the highest bidders therefore, and I hereby certify that the sale was fairly made.

As witness my hand and seal this 26th day of March, 1957.

George W. Scible (SEAL)
George W. Scible

FILED

1957 APR -4 AM 11:27

IN THE MATTER OF THE	NO. 12,052 EQUITY
MORTGAGED REAL ESTATE OF	IN THE CIRCUIT COURT
CHARLES F. SHOOP and	FOR
MARY EDNA SHOOP, HIS WIFE	ANNE ARUNDEL COUNTY

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Eugene M. Childs, Attorney named in Mortgage in these proceedings, respectfully shows:

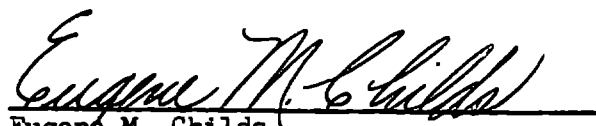
That under and by virtue of the power of sale contained in a Mortgage from Charles F. Shoop and Mary Edna Shoop, his wife, to M. Luther Hutchins, dated the 6th day of October, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 713, Folio 451, said Attorney, after having biven due notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the law for such cases made and provided, did offer the property described in these proceedings at public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, March 26th, 1957, at 11:00 o'clock, A.M., and then and there sold the same to C. W. Hutchins and J. Thomas Hutchins, at and for the sum of Fifteen Hundred Fifty Dollars (\$1,550.00), they being then and there the highest bidders for said property situate in the Eighth Election District of Anne Arundel County, at Friendship, Maryland, improved by a frame dwelling containing three rooms and bath and a porch 7 by 28 feet, also three poultry houses.

And said Attorney further reports that he has received from said purchasers a deposit, as required by the terms of said sale, and agreement signed by the purchasers to comply with the terms of sale, as set forth in the handbill filed herewith.

Respectfully submitted,

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1957 APR -4 AM 11:27


Eugene M. Childs
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 4th day of April, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Eugene M. Childs, Attorney named in Mortgage in these proceedings, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true, and that said sale was fairly made.

WITNESS my hand and seal Notarial.

Margaret B. Hendrix
Margaret B. Hendrix, Notary Public

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

XXXXXX
CHARLES F. SHOOP and
MARY EDNA SHOOP, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,052 Equity

Ordered, this 4th day of April, 19 57, That the sale of the
property in these proceedings mentioned
made and reported by EUGENE M. CHILDS, Attorney Named in Mortgage
XXXXXX

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th
day of May next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 6th
day of May next.

was
The report states that the amount of sales was \$1,550.00

George T. Cromwell Clerk.

True Copy,
Filed 4 April 1957
A.M. 11:55

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

XXXXXX
CHARLES F. SHOOP and
MARY EDNA SHOOP, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of May, 19 57,
that the sale made and reported by the ~~attorney~~ aforesaid, be and the same is hereby Ratified and Confirmed,
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order
Nisi, passed in said cause; and the ~~attorney~~ allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

FILED

1957 MAY 17 PM 3:52

Benjamin Michael Judge

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Legal Notice**Order Nisi**

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,032 Equity
IN THE MATTER OF THE MORT-
GAGED REAL ESTATE OF
CHARLES F. SHOOP and MARY
EDNA SHOOP, his wife.

Ordered, this 4th day of April, 1957,
That the sale of the property in these
proceedings mentioned made and re-
ported by EUGENE M. CHILDS, At-

torney Named in Mortgage BE RATI-
FIED AND CONFIRMED, unless cause
to the contrary thereof be shown on or
before the 6th day of May next; Pro-
vided, a copy of this Order be inserted
in some newspaper published in Anne
Arundel County, once in each of three
successive weeks before the 6th day of
May next.

The report states that the amount of
sale was \$1,550.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.
A-28

CERTIFICATE OF PUBLICATIONAnnapolis, Md., May 16, 1957

We hereby certify, that the annexed

Order Nisi Sale
E.g. 12052

Charles F. Shoop.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4successive weeks before the 6thday of May, 1957. The firstinsertion being made the 5th day ofApril, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILEDNo. E.C. 12466 1957 MAY 17 PM 2:31 By H. Tilghman

Attorney's Sale

Of Valuable Fee Simple
Property Located at
Friendship, 8th Election
District,
Anne Arundel County,
Maryland

By virtue of the power of sale contained in a mortgage from Charles F. Shoop and Mary Edna Shoop, his wife, to M. Luther Hutchins, dated the 6th day of October, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 713, folio 451. Default having occurred thereunder, the undersigned attorney named in said mortgage will sell at public auction at the Court House door in the city of Annapolis on

**Tuesday, March 26, 1957
at 11 o'clock A.M.**

All those two tracts of land located in the 8th election district of Anne Arundel County, Maryland and described as follows:

1st. BEGINNING for the same at a stone planted on the dividing line of the land of Melvin Johnson and that of Mary Rockhold, where it intersects the land of Martin Luther Hutchins, and running thence Westerly, in a straight line through the land of the said Martin Luther Hutchins, for a distance of 339 feet until it intersects the Northernmost corner of the Northern Methodist Cemetery lot, thence still Westerly and bounding on said Cemetery lot for a distance of 147 feet to a post on the Westernmost side of a drainage ditch, and making a boundary between the land of Frank Ward and the said Martin Luther Hutchins, thence in a Northerly direction in a straight line, and binding on the land of the said Frank Ward, for a distance of 243 feet to a large marked gum tree standing on the boundary line of R. Pierson Leitch, thence Easterly, in a straight line, and binding on the land of the said R. Pierson Leitch and in its course passing to the North of two large locust trees standing near a dividing line of said Leitch and said Hutchins for a distance of 533 feet to a stone set up on the boundary line of the parsonage of the Methodist Episcopal Church South, and T. J. Ringer, where it intersects the land of Martin Luther Hutchins, thence Southerly, in a straight line, binding on the land of the aforesaid Parsonage for a distance of 115 feet to the land of Melvin Johnson aforesaid, and still continuing same course and binding on the land of the said Melvin Johnson 77 feet to the place of beginning.

2nd. BEGINNING for the same on the Western side of the State Road leading from Friendship to Mt. Zion at the corner of the land of Melvin Johnson, and running thence Westerly with her property to the land of Morris B. Johnson and wife a distance of 170 feet, thence with their line in a Northerly direction for a distance of 12 feet, and thence in an easterly direction, parallel with the first course herein to the State Road aforesaid for a distance of 170 feet, and thence with said State Road in a Southerly direction 12 feet to the place of beginning.

BEING the same property conveyed to Charles F. Shoop and Mary Edna Shoop, his wife, by Warren S. Robinson, single, by deed dated October 6, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 713, folio 448. Containing three acres of land, more or less, and a 12 foot strip of land 170 feet deep.

This property is improved by a frame

dwelling containing three rooms and bath and a porch 7 by 28 feet; also three country houses, and can be used for light farming or chicken raising.

TERMS OF SALE: A deposit of 10% of the purchase price will be required of the purchaser on the day of sale and balance to be paid in cash on ratification of sale with interest from 6% from date of sale to settlement. Taxes and other public charges will be adjusted to date of sale.

For further details inquire at the office of the undersigned.

EUGENE M. CHILDS,
Attorney in Mortgage
102 Duke of Gloucester St.
Annapolis, Maryland
GEORGE W. SCHLE, Auctioneer

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 105 PAGE 472

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 4, 1957

We hereby certify, that the annexed

Attorney's Sale

Charles F. Shoop

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 26th

day of March, 1957. The first

insertion being made the 5th day of

March, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By 1957 JUN 5 PM 4:49 French

In the Case of

In the Matter of the Mortgaged

Real Estate of

XsX

Charles F. Shoop

and

Mary Edna Shoop, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,052

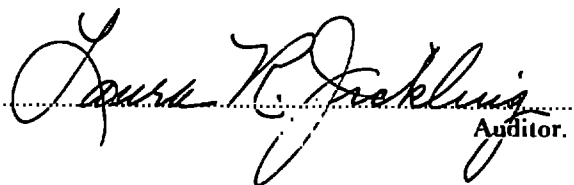
Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

August 30, 1957

All of which is respectfully submitted.


Auditor.

FILED

1957 AUG 30 AM 11:25

15-

Dr. In the Matter of the Mortgaged Real Estate of Charles F. Shoop in ac.
and Mary Edna Shoop, his wife

To Attorney for Fee, viz:	100 00	
To Attorney for Commissions, viz:	78 67	178 67
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	28 00	
Auditor - stating this account	13 50	51 50
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	52 50	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Speer Publications, Inc. - handbills	10 93	
Hartford Accident & Indemnity Co. - bond premium	20 00	
George W. Scible - auctioneer's fee	25 00	
One-half Federal documentary stamps	1 10	
One-half State documentary stamps	1 10	
Margaret B. Hendrix - notary fee	50	125 13
To Attorney for Taxes, viz:		
1956 State and County taxes	79 79	
1957 State and County taxes (\$76.60) - adjusted to 3/26/57	25 56	105 35
To Estate of M. Luther Hutchins, mortga- gee - this balance on account mortgage claim	1,101 44	1,101 44
		1,562 09
Amount of mortgage claim filed	4,161 00	
Interest on \$3,800.00 from 3/10/57 to 3/26/57 - 16 days	10 13	
	4,171 13	
Cr. Amount allowed above	1,101 44	
Balance subject to decree in personam	3,069 69	

with

Eugene M. Childs, Attorney named in Mortgage

Cr.

1957

Mar.

26

Proceeds of Sale

1,550 00

Interest on deferred payment of

\$1,395.00 to 5/18/57

12 09

1,562 09

1,562 09

12

ORDER NISI

LIBER 105 PAGE 476

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

In the Matter of the
Mortgaged Real Estate
of ~~VERSUS~~
Charles F. Shoop
and
Mary Edna Shoop, his wife

No. 12,052

Equity.

ORDERED, This 30 day of August, 1957, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 7
day of October next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
7 day of October next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 30 day of October, 1957, that the
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown, and that the ~~same~~ apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

Benjamin Richardson
Judge

FILED
1957 OCT -8 PM 12:38

18

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12052, Equity
In The Matter of the Mortgaged

Real Estate of
CHARLES F. SHOOP and
MARY EDNA SHOOP, his wife

Ordered, this 30th day of August,
1957. That the Report and Account
of the Auditor, filed this day in
the above entitled cause, BE RATI-
FIED AND CONFIRMED, unless
cause to the contrary be shown on
or before the 7th day of October
next: Provided, a copy of this
Order be inserted in some news-
paper published in Anne Arundel
County, once in each of three suc-
cessive weeks before the 7th day of
October next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
8-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 30, 1957

We hereby certify, that the annexed

Order Nisi, Eq. 12,052
Auditor Account

Charles F. Shoop

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 3

successive weeks before the 7th

day of October, 1957. The first

insertion being made the 31st day of

August, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. E.C. 12052 5 3 AM 10:12

By H. Tilghman

19

MARGARET NAYLOR
Mayo,
Maryland

Complainant

vs

CHARLES E. HARRIED
City Jail
Annapolis, Maryland

Louis M. Strauss
Towns-Worth Bldg.
Annapolis, Maryland

WORKINGMEN'S BUILDING & LOAN ASSO-
CIATION, INC., a body corporate
192 Duke of Gloucester Street,
Annapolis, Maryland

Respondents

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY NO. 10,641

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Margaret Naylor by Childs and Bald, her solicitors, respectfully represents unto Your Honors:

1. That she is the widowed mother of Margaret Naylor Harried, deceased, and that the respondent Charles E. Harried is your complainant's son-in-law and husband of the late Margaret Naylor Harried. The respondents, Louis M. Strauss and Workingmen's Building & Loan Association, Inc. are mortgagees of certain real estate formerly owned by her said daughter and son-in-law as tenants by the entireties. Said mortgages are recorded, respectively, in the Land Records of Anne Arundel County in Liber J.H.H. No. 498 folio 574 and J.H.H. No. 444, folio 234.

2. That by deed from George White and wife dated May 4, 1946, and recorded among the Land Records aforesaid in Liber J.H.H. No. 366,

Filed 31 Dec., 1952.

folio 192, a certified copy of which is filed herewith and marked "Complainant's Exhibit I", your petitioner's late daughter and the respondent Charles E. Harried acquired and became tenants by the entireties in a parcel of ground containing 0.67 acres more or less, located in the Third Election District of Anne Arundel County. The said Workingmen's Building & Loan Association, Inc. holds a mortgage as aforesaid on this parcel of ground.

3. That by deed from John Harried and wife dated October 14th, 1948, and recorded in Liber J.H.H. No. 498 folio 572, certified copy of which is filed herewith and marked "Complainant's Exhibit II", your petitioner's late daughter and the respondent Charles E. Harried acquired and became tenants by the entireties in a parcel of ground containing 0.59 acres, more or less, located in the Third Election District of Anne Arundel County. The said Louis M. Strauss is the holder of a mortgage as aforesaid on this property as well as the 0.67 acre tract as recited in Paragraph 2 above.

4. That on Friday, December 26th, 1952, as the result of gunshot wounds upon her feloniously inflicted by the respondent, Charles E. Harried, the said Margaret Naylor Harried died intestate and without issue in the Anne Arundel General Hospital. The said Charles E. Harried is now confined in the County Jail pending trial for the murder of Margaret Naylor Harried.

5. That although the title to the aforesaid real estate would upon the natural death of Margaret Naylor Harried devolve upon the respondent, Charles E. Harried, as her husband, by operation of law, your petitioner nevertheless avers that it would be inequitable and against public policy to permit the respondent, Harried, to benefit from his commission of said crime, and that your petitioner as sole heir at law of Margaret Naylor Harried should now be decreed equitable owner in the aforesaid real estate together with respondent, Harried.

6. Your petitioner is reliably informed and therefore believes that the respondent, Harried, is attempting to alienate the entire estate in both pieces of property, without any provision for your petitioner's rights therein.

TO THE END, THEREFORE,

1. That the respondent, Charles E. Harried, may be enjoined from making any conveyance of said estate without making proper allowance for the interest of your petitioner, until the final termination of this cause.

2. That a trustee or trustees be appointed to preserve and manage said estate pending final decree in these presents.

3. That Your Honors may hear and inquire into and decide the nature of your petitioner's interest in the property aforesaid.

4. Should Your Honors find that your petitioner does in fact have an interest in the property by virtue of the felonious killing of your petitioner's daughter, and should the Court further find that said property is not susceptible of division in kind without loss or injury to the parties involved, then partition may be decreed and proceeds therefrom distributed under the supervision of this Court unto the parties hereto as their interests may appear.

5. And for such other and further relief as your petition's case may require.

Respectfully submitted

CHILDS and BALD


Eugene M. Childs

Solicitor for Complainant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MD.

Margaret Naylor, widow, and made oath in due form of law that the matters and things hereinabove complained of are true to the best of her knowledge and belief.

Witness my hand and seal this 31st day of December,

Eugene M. Childs
Eugene M. Childs Notary Public

ORDER

ORDERED this 2d day of January, 1953, upon the foregoing Petition that the respondent, Charles E. Harried, show cause on or before the 31st day of January, 1953, why the relief as hereinabove prayed should not be granted provided that a copy of this Order be served upon him on or before the 12th day of January, 1953.

Benjamin Michaelson
Benjamin Michaelson Judge

Filed 2 Jan., 1953.

(INT. REV. STAMPS \$.55) (MD. STATE STAMPS \$.10)

THIS DEED, made this 4th day, 1946, by and between George White and Lydia White, his wife, parties of the first part, and Charles Harried, and Margaret Harried, his wife, parties of the second part.

WITNESSETH: That for and in consideration of the sum of Five Dollars and other good and valuable considerations, receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey to and unto the said Charles Harried, and Margaret Harried, his wife, their heirs and assigns, as tenants by the entireties, in fee simple.

ALL that lot of ground situate and lying in the Third Election District of Anne Arundel County, and more particularly described as follows:

BEGINNING for Lot No. 1 at a stone previously set in the center of a 15-foot right of way with use in common at the end of the third line of the Conveyance from George White and wife to John Summerville and wife by deed recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 93, folio 168, etc., which point of beginning is on the fifth line of the conveyance from George White and wife to Mitchell Ambler as recorded in Liber W.M.B. No. 25, folio 411 among the Land Records of Anne Arundel County, etc.; thence with said Fifth line revised and with the center of said right of way as described in said Ambler deed, North 71 degrees 21' East 326.8 feet to the southwest side of the Ritchie Highway; thence leaving Ambler and binding on the said side of said highway, North 29 degrees 30' West 101.79 feet to a pipe; thence leaving said highway South 71 degrees 21' West 308.0 feet to a pipe set on the third line of said conveyance to John Summerville; thence binding on said line South 18 degrees 39' East 100.0 feet to the beginning. Containing 0.67 acres, more or less. Exclusive of the area in said right of way according to a survey and plat by Edward Hall, Jr., County Surveyor in July, 1945.

BEING a part of the property conveyed to the said George White and wife by Norvell P. Chapman and wife, by deed dated May 27, 1924,

COMPLAINANT'S EXHIBIT #1

*Glennia Exhibit A
Naylor vs. Harried, et al.
Ex-10, 641 Eg.*

*Filed 31 Dec., 1952
Re-filed 12 Mar., 1953*

and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 93, folio 214.

TOGETHER with the rights, ways, waters, privileges, appurtenances, and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property, hereby intended to be conveyed, to and unto the proper use and benefit of the said Charles Harried, and Margaret Harried, his wife, their heirs and assigns, as tenants by the entireties, in fee simple.

AND the said Grantors hereby covenant that they will warrant specially the property hereby granted and conveyed; and that they will execute such other and further assurances of the same as may be requisite.

WITNESS the hands and seals of the said Grantors.

Witnessed by:	his	
	George X White	(SEAL)
	mark	
	her	
J.D. Brenan	Lydia X White	(SEAL)
	mark	

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 4th day of May, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George White and Lydia White, and they acknowledged the foregoing deed to be their act.

(NOTARIAL SEAL)

J. DeCourcy Brenan

Notary Public.

Recorded Sept. 3rd. 1946 at 3 P.M. "O.P."

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the foregoing Deed is truly taken and copied from Liber J.H.H. No. 366 Folio 192 one of the Land Record Books for Anne Arundel County.



IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 31st day of December A.D., 1952.

John H. Hopkins, 3rd.
John H. Hopkins, 3rd., Clerk

MD. ST. STAMPS \$.55 INT. REV. STAMPS \$.55

THIS DEED, made this 14th day of October, 1948, by and between John Harried and Eleanor Harried, his wife, parties of the first part and Charles Harried and Margaret Harried, his wife, parties of the second part.

WITNESSETH: That for and in consideration of the sum of Five Dollars and other good and valuable considerations, receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey to and unto Charles Harried and Margaret Harried, his wife, their heirs and assigns, in fee simple, as tenants by the entirety;

ALL that lot of ground situate and lying in the Third Election District of Anne Arundel County, and more particularly described as follows:

BEGINNING for Lot No. 2 at a pipe set on the third line of the conveyance from George White and wife to John Summerville by deed recorded in Liber F.S.R. No. 93, folio 168 among the Land Records of Anne Arundel County, etc. which point of beginning is North 18 degrees 39' West 100 feet from the end of the said third line; thence leaving Summerville and with Lot No. 1 North 71 degrees 21' East 308.0 feet to a pipe set on the southwest side of the Ritchie Highway; thence binding on said side of same North 29 degrees 30' West 115.2 feet to a pipe in the center of a 14-foot right of way with use in common as described in a conveyance from George White and wife to Frank Howard recorded in Liber J.H.H. No. 210, folio 115 among the Land Records of Anne Arundel County, etc; thence binding on the center line of same, with meridian referred to the magnetic datum of February, 1924, South 62 degrees 20' West 126.3 feet, South 64 degrees 56' West 151.85 feet to a pipe, and South 72 degrees 13' West 10.65 feet to intersect the said third line of said conveyance to Summerville; thence with said line South 18 degrees 39' East 74.85 feet to the beginning containing 0.59 acres, more or less, exclusive of the area in said right of way, being Lot No. 2, as shown on a plat of a survey by Edward Hall, Jr., County Surveyor, in July, 1945.

*Filed 31 Dec, 1952
Re-filed 12 Mar, 1953*

BEING the same property acquired by the Grantors from George White and Lydia White, by deed dated May 4th, 1946, and recorded among the Land Records of Anne Arundel County in Liber 367, folio 154.

TOGETHER with the rights, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property, hereby intended to be conveyed, to and unto the proper use and benefit of the said Charles Harried and Margaret Harried, his wife, their heirs and assigns, in fee simple, as tenants by the entireties.

AND the said Grantors hereby covenant that they will warrant specially the property hereby granted and conveyed; and that they will execute such other and further assurances of the same as may be requisite.

WITNESS the hands and seals of the said Grantors.

Witnessed by:	/s/ <u>John Harried</u>	(SEAL)
	John Harried	
<u>Max Amernick</u>	/s/ <u>Eleanor Harried</u>	(SEAL)
1600 N. Gilmer St.	Eleanor Harried	

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 14 day of October, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Harried and Eleanor Harried, his wife, and they acknowledged the foregoing deed to be their act.

Witness My hand and Notarial Seal.

(NOTARIAL SEAL)	/s/ <u>Max Amernick</u>
	Notary Public

My Commission expires May 2nd, 1949.

Recorded 4th Nov. 1948, at 2 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the foregoing Deed is truly taken and copied from Liber J.H.H. No. 498 Folio 572 one of the Land Record Books for Anne Arundel County.



IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 31st day of December, 1952.

John H. Hopkins, 3rd.
John H. Hopkins, 3rd., Clerk

MARGARET NAYLOR
Mayo, Maryland

Complainant

vs.

CHARLES E. HARRIED
City Jail
Annapolis, Maryland

LOUIS M. STRAUSS
Towns-Worth Bldg.
Annapolis, Maryland

WORKINGMEN'S BUILDING & LOAN ASSO*
CIATION, INC.' a body corporate
192 Duke of Gloucester Street,
Annapolis, Maryland

Respondents

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

In Equity No. 10,641

: : : : :

ANSWER OF LOUIS M. STRAUSS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Louis M. Strauss and for Answer to the Bill of Complaint against him exhibited, says:

1. He neither admits nor denies the allegations in paragraphs one, two, four, five and six of said Bill of Complaint.

2. But he admits the allegations contained in paragraph three of said Bill of Complaint and respectfully represents that he is the holder of a mortgage securing a debt balance of One Hundred and Five Dollars (\$105.00) and interest from October 21, 1948, which he prays to be given its legal priority according to law.

And having fully answered said Bill of Complaint he prays to be hence dismissed with his costs.

Louis M. Strauss
Louis M. Strauss

*Copy of Aforegoing Mailed to
Messrs Childs and Bald - Gloucester
St. Annapolis, Maryland January 6, 1953
Louis M. Strauss*

Filed 6 Jan., 1953.

MARGARET NAYLOR	:	NO. 10,641 EQUITY
Complainant	:	
	:	IN THE
vs.	:	
	:	CIRCUIT COURT FOR
CHARLES E. HARRIED, ET AL	:	ANNE ARUNDEL COUNTY
Respondents	:	

ANSWER OF
THE WORKINGMEN'S BUILDING AND LOAN ASSOCIATION, INC.

To the Honorable, the Judges of said Court:

Now comes The Workingmen's Building and Loan Association, Inc., a body corporate, of the State of Maryland, and by its President, Charles M. Carlson, answers the Bill of Complaint against it exhibited and says:

1. That it has no knowledge of the allegations made in the 3rd, 4th, 5th, and 6th paragraphs of the said Bill of Complaint.
2. That it admits it is mortgagee of the property mentioned in the 1st and 2nd paragraphs of said Bill of Complaint. The mortgage which it holds secures a debt balance of \$583.51 and interest from January 10, 1953, which it prays to be given its legal priority, according to law.

And having fully answered the said Bill of Complaint, it prays to be hence dismissed with its costs.

THE WORKINGMEN'S BUILDING AND
LOAN ASSOCIATION, INC.

Attest:

By Charles M. Carlson President
Charles M. Carlson

Thomas J. Kintner, III Secretary
Thomas J. Kintner, III



Filed 19 Jan., 1953.

MARGARET NAYLOR,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
CHARLES E. HARRIED, ET AL,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 10,641 EQUITY

ANSWER TO BILL OF COMPLAINT AND
CONSENT TO DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Charles E. Harried, one of the Defendants in this cause, by Noah A. Hillman, his Solicitor, respectfully shows:

1. That he admits the allegations of relationship of the Plaintiff and this Defendant as alleged in paragraph One of the Bill of Complaint. That as to the mortgages referred therein he admits their execution, etc.
2. That he admits the allegations of paragraphs Two and Three.
3. That he admits the death of Margaret Naylor Harried occurred on December 26, 1952, intestate and without issue.
4. That for answer to paragraphs Five and Six of the Bill of Complaint and for further answer to the Bill as a whole, this Defendant says,
 - (a) That he and the Plaintiff, Margaret Naylor, are now the owners of the land described and he believes they hold as tenants in common each an undivided one-half interest therein;
 - (b) That he agrees that trustees be appointed as prayed;

Filed 6 Feb., 1953.

(c) That the property is not susceptible of division in kind without loss or injury;

(d) That under all the circumstances a sale of the property should be decreed and proceeds distributed under supervision of this Court.

WHEREFORE, having answered the Bill of Complaint as fully as he can this Defendant prays to be dismissed, with costs.

AND as in duty bound, etc.

Noah A. Hillman
Solicitor for Defendant

CONSENT TO DECREE

The Plaintiff, Margaret Naylor, by Eugene M. Childs, her Solicitor, hereby assents to the passage of a Decree in conformity with the foregoing Answer.

Eugene M. Childs
Solicitor for Plaintiff

Filed 6 Feb., 1953.

MARGARET NAYLOR, : NO. 10,641 EQUITY
Plaintiff :
vs. : IN THE
CHARLES E. HARRIED, ET AL : CIRCUIT COURT
Defendants : FOR
ANNE ARUNDEL COUNTY

PETITION TO TAKE TESTIMONY

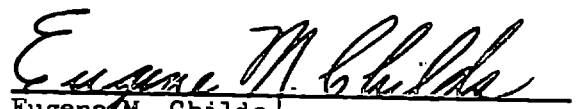
To the Honorable, the Judges of said Court:

The Petition of Childs and Bald, Solicitors for the Plaintiff,
respectfully represent unto your Honors:

That this cause is now at issue, and they beg leave of Court
to take testimony to support the allegations of the Bill.

Respectfully submitted.

CHILDS AND BALD


Eugene M. Childs
Solicitors for Plaintiff

ORDER

ORDERED this 16th day of February 1953, by the Circuit Court
for Anne Arundel County in Equity, upon the foregoing petition, that the
Plaintiff be and is hereby granted leave to take testimony, before one of the
standing Examiners of this Court, to support her claim and establish the
value of the real estate involved herein.


Benjamin Michaelson JUDGE

Margaret Naylor : IN
: THE CIRCUIT COURT
Vs. : FOR
: ANNE ARUNDEL COUNTY
Charles E. Harried, et al. : No. 10,641 Equity

.....

TESTIMONY ON BEHALF OF PLAINTIFF

March 5, 1953

Present:

Mr. Eugene M. Childs, Solicitor for Plaintiff.
Mr. Noah A. Hillman, Solicitor for Defendant.
Mr. Chipman W. Cunningham, Examiner.
Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Joseph D. Lazenby, page 2.
Margaret Naylor, pages 3, 4.
Joseph Naylor, pages 4, 5.

SIGNATURES WAIVED BY CONSENT OF COUNSEL.

Filed 12 Mar. 1953.

Joseph D. Lazenby, a witness of lawful age, being first duly sworn, deposes and says:

Mr. Childs)

1. State your name and address.

A. Joseph D. Lazenby, Annapolis.

2. What is your occupation?

A. Real Estate and Insurance.

3. How long have you been engaged in this occupation?

A. Twenty-one years.

4. At my request, did you inspect for the purpose of appraisal, certain property located on the Ritchie Highway belonging to Charles Harried and Margaret Harried, his wife.

A. I did.

5. Describe the property to the Court and tell what the value is in your opinion?

A. I inspected the property on February 2, 1953; it is a lot, 170 feet on the Ritchie Highway with a depth of 250 feet, located in an area of colored residences, zoned for residential use; there is a shingled one and a half story house on the highway, in good condition; there is a two room cottage off the highway, quite remote from the other house; neither house has plumbing and there are outhouses behind each house; it is my opinion that the property with the improvements is worth \$6750 in today's market; the land is worth \$1000, both lots; the two room cottage \$1250 and the house in front, \$4500.

6. In your opinion is the property taken as a whole susceptible of partition or division in kind without loss to the parties to this suit?

A. No it couldn't be divided equally in any manner.

(Mr. Cunningham)

To the General Question under the rule the witness answers "No".

Margaret Naylor, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. State your name and address.
 - A. Margaret Naylor, Mayo, Maryland.
 2. You are the complainant in this suit?
 - A. Yes.
 3. Who is Charles E. Harried?
 - A. My daughter's husband.
 4. What was your daughter's name?
 - A. Margaret Naylor Harried.
 5. What was the date of your daughter's death?
 - A. 26 December 1952.
 6. What were the circumstances of her death, if you know?
 - A. Her husband shot her.
 7. As a result of this shooting was he, on the 29 January 1953 found guilty of murder in the second degree?
 - A. Yes sir.
 8. How many children did your daughter and son-in-law have?
 - A. They didn't have any.
 9. Is your husband living?
 - A. No.
 10. When did he die?
 - A. 1950.
 11. Are you acquainted with the property that is the subject of this suit?
 - A. Yes, I have been there many times, stayed all day with my daughter.
 12. Do you know where they got this property?
 - A. From a man named "White".
- I OFFER CERTIFIED COPY OF TWO DEED FILED AS COMPLAINANTS EX. 1 and 2 TO BE MARKED EXAMINER'S EX. A AND B RESPECTIVELY.
13. You are asking the Court to construe your interest in the property and the defendant has answered believing that you and

he own half of the property as tenants in common; are you agreeable to that division?

A. Yes sir.

14. Do you believe that the property is capable of being divided between you and Charles Harried?

A. It could hardly be.

15. Who paid for Margaret Harried's funeral expenses?

A. I did.

16. I show you a bill from the Hicks Funeral Home, for \$201.75 and ask you if that is the bill which you paid?

A. Yes, that's it.

(BILL MARKED EXAMINER'S EX. C AND FILED HEREWITH)

17. To your knowledge, did your daughter leave a Will?

A. No, she said she wanted me to have everything she left behind; she didn't leave no Will; she didn't know she was going to die so soon.

(Mr. Cunningham)

To the General Question under the rule, the witness answers "No"

Joseph Naylor, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. State your name and address.

A. Joseph Naylor, Riva, Maryland.

2. What relation are you to Margaret Naylor?

A. She is my mother.

3. Is she the complainant in this case?

A. Yes.

4. Margaret Harried was your sister?

A. Yes.

5. Did she leave any children surviving her?

A. No.

6. Is your father living?

A. No sir.

7. Has your mother, since your father's death, remarried?

A. No sir.

8. Do you know whether or not your sister left a Will?

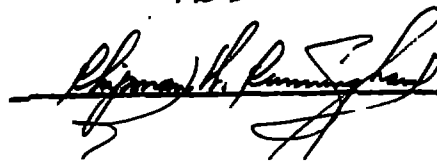
A. No she didn't.

(Mr. Cunningham)

To the General Question under the rule, the witness answers "No".

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in her behalf, this testimony is now closed, and at the request of Plaintiff's Solicitor is returned to the Court.

Witness my hand and seal this 12th day of March, 1953.



Examiner

(SEAL)

C.W.C. \$10.00

K.H.McC. \$5.00

MRS. CHARLES E. HICKS
MORTICIAN

CHARLES E. HICKS, III
MANAGER

SYLVIA HICKS JOHNSON
SEC. AND RECEPTIONIST

LIBER 105 PAGE 497

Hicks Funeral Home

COPY

4345 NORTHWEST STREET
ANNAPOLIS, MARYLAND
DIAL 3851

January 9, 1953

To Mrs. Margaret (Maggie) Naylor-Burial expenses of Margret Harried

For	1	Grey hinge panel casket with white satin interior .			
"	"	Outside case			
"	"	Moving Remains to Morgue			
"	"	Embalming			
"	"	Dressing Hair			
"	"	Resting Remains in Chapel			
"	"	Funeral Car Hearse			
"	"	Car for Minister			
"	"	Professional Services			
"	"	Extra Size in Casket)			
"	"	Day Death Notice in Evening Capital	\$ 200.	00	
				1.	75
			\$ 201.	75	

Mrs. Charles E. Hicks
Mrs. Charles E. Hicks - Mortician

Examine Exhibit C
Rayburns. Harris, et al.

Jan. 10, 1954 G

Filed 12 Mar., 1953.

MARGARET NAYLOR,

PLAINTIFF

VS.

CHARLES E. HARRIED, ET AL,

DEFENDANTS

*

*

*

*

*

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 10,641 EQUITY

SUBMISSION FOR DECREE

The Plaintiff, Margaret Naylor and the Defendant, Charles E. Harried, by their respective Solicitors, hereby submit this case for Decree and waive the ten day rule.

Eugene M. Childs
Solicitor for Plaintiff

Noah A. Hillman
Solicitor for Defendant

Filed 13 Mar., 1953.

MARGARET NAYLOR, : NO. 10,641 EQUITY
 Plaintiff :
 vs. : IN THE
 CHARLES E. HARRIED, ET AL, : CIRCUIT COURT FOR
 Defendants : ANNE ARUNDEL COUNTY

DECREE

This cause standing ready for hearing and being submitted, the Bill, Answer, and all other proceedings were by the Court read and considered, and it appearing that the parties hereto have agreed and consented to be considered as tenants in common of the several parcels of real estate mentioned in these proceedings, and it further appearing that said real estate cannot be divided, in kind, among the parties in interest, without loss or injury, and further, that it would be to the advantage and benefit of all concerned that the real estate mentioned be sold,


It is thereupon, this 14th day of March, 1953, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED, and DECREED that all of the real estate described in these proceedings be sold, and that Noah A. Hillman and Eugene M. Childs be and they are hereby appointed Trustees to make said sale; and the course and manner of their proceeding shall be as follows: They shall first file with the Clerk of this Court a Bond to the State of Maryland, executed by themselves with a surety or sureties to be approved by the Clerk, in the penalty of

Seven Thousand Dollars (\$7000)

conditioned for the faithful performance of the trust reposed in them by this Decree, or which may be reposed in them by any future order or decree in the premises. They shall proceed to make the sale of the real estate described by first having given at least three weeks previous notice by publication in some newspaper published in Anne Arundel County, and such other notice that they may deem proper, of the time, place, manner and terms of sale, which terms shall be as follows: A deposit of 10% of the purchase

Filed 14 Mar., 1953

price to be paid on the day of sale, and the balance of purchase price to be paid, in cash, on final ratification of said sale by this Court, deferred payment to bear interest from day of sale; taxes and other public charges to be adjusted to day of settlement, which shall be promptly upon ratification of sale; the Trustees shall offer the parcels of land separately, and then as a whole, and sell the same in the manner producing the highest amount; and if the property is not sold at public sale on the day so advertised, the Trustees shall proceed to sell the property at private sale or sales to the best advantage, and upon the terms hereinabove set forth. As soon as may be convenient after such sale or sales, the Trustees shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof and of the fairness of such sales annexed. Upon ratification of such sale or sales by this Court, and on the payment of the whole purchase money, and not before, the said Trustees, by good and sufficient deed or deeds to be executed and acknowledged agreeably to Law, shall convey to the purchasers of said property, their heirs and assigns, the property so sold, free, clear and discharged of all claims of the parties hereto, plaintiff and defendants, and all those claiming by, from, or under them, or any of them; and the Trustess shall bring into this Court the money arising from said sale, or sales, to be divided among the parties hereto, as their interest shall then appear, under the direction of this Court, after deducting therefrom the costs of this suit and such commissions to the said Trustees as the Court shall find proper to allow in consideration of the skill, attention and fidelity wherewith said Trustees shall appear to have discharged their trust.


 Benjamin Michaelson JUDGE

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Eugene M. Childs and Noah A. Hillman, Annapolis, Maryland,

----- as principal,
 and HARTFORD ACCIDENT AND INDEMNITY COMPANY, ----- a corporation of the State of
Connecticut -----, as surety, are held and firmly bound unto the State of Maryland, in the full

and just sum of Seven thousand and 00/100 - - - - - (\$7,000.00) - - - - - Dollars,
 current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well
 and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors
 and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with
 our seals, and dated this 9th ----- day of May ----- in the year
 of our Lord one thousand nine hundred and fifty three -----.

WHEREAS, the above bounden Eugene M. Childs and Noah A. Hillman
 by virtue of a decree of the Honorable Judge of the Circuit Court of Anne Arundel County
Baltimore City, has been ap-
 pointed trustee ----- to sell that property more particularly described and

mentioned in the proceedings in the case of Margaret Naylor

vs.

Charles E. Harried

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Eugene M. Childs and Noah A. Hillman
 do and shall well and faithfully perform the trust reposed in them ----- by said decree, or that may
 be reposed in them ----- by any future decree or order in the premises, then the above obligation to
 be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
 in the presence of

Nellie F. Collison
 Nellie F. Collison, Atty.-in-Fact
 State of Maryland, Baltimore City, sc:

Eugene M. Childs [SEAL]
Noah A. Hillman [SEAL]
 Noah A. Hillman
 HARTFORD ACCIDENT AND INDEMNITY COMPANY
 BY Albert E. Frieschman
 Albert E. Frieschman, Atty.-in-Fact

KNOW ALL MEN BY THESE PRESENTS: That the -----

----- a corporation of the State of -----

does hereby constitute and appoint -----

its attorney in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind char-
 acter and description that are or may be required to be filed in the Circuit Court of Baltimore City,
 State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attor-
 ney in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power
 shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said -----

duly affixed by its Vice-President and attested by its Assistant Secretary, this -----

day of -----, 194-----

ATTEST:

By: -----

Vice President

Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

-----, 19-----

Approved this 11 May, 1953
John H. Hopkins, 3rd, Clerk
 Assistant Secretary

Filed 11 May, 1953

25-

TRUSTEES' SALE
OF VALUABLE
FREE SIMPLE PROPERTY
LOCATED ON RITCHIE HIGHWAY,
NEAR JONES STATION, THIRD
ELECTION DISTRICT, ANNE
ARUNDEL COUNTY, MARYLAND.

By virtue of a Decree dated March 14, 1953 in the case of Margaret Naylor vs. Charles E. Harried, et al, No. 10,041 Equity, in the Circuit Court for Anne Arundel County, the undersigned Trustees will sell at public auction at the Court House door, in the city of Annapolis, Maryland, on Tuesday, May 12, 1953, at 11 o'clock A. M.,

First: Lot 1. All that tract of land containing 0.67 of an acre, more or less, which by deed dated May 4, 1946, recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 340, folio 192, was conveyed unto Charles E. Harried and Margaret N. Harried, his wife, by George White and wife.

This property has a frontage of 101.79 feet on the south side of the Ritchie Highway, with an average depth therefrom of 318 feet, and is improved by a four-room, frame dwelling, with an enclosed front porch and full cellar. There are various small out-buildings located on the lot. Water is supplied from a pump.

Second: Lot 2. All that tract of land containing 0.59 acre, more or less, and adjoining Lot 1 above described, which was conveyed unto Charles E. Harried and Margaret N. Harried, his wife, by John Harried and wife, by deed dated October 14, 1948, recorded among said Land Records in Liber J. H. H. No. 408, folio 57.

This lot also fronts on Ritchie Highway 115 feet with an average depth therefrom of 208 feet, and is improved by a two-room, frame dwelling.

The above two lots will be offered for sale singly to the highest bidder, and then as a whole, and shall be sold in the manner producing the highest return. The Trustees reserve the right to withdraw the property from sale at any time.

Terms of Sale: A deposit of 10% of the purchase price is to be paid on the day of sale; deferred payment to bear interest at the rate of 6% per annum from date of sale to date of settlement. Taxes, insurance and other expenses to be adjusted to date of settlement.

NOAH A. HILLMAN

EUGENE M. CHILDS

Trustees.

GEORGE W. SCIBLE, Auctioneer.

LIBER 105 PAGE 502 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., *May 12 th*, 1953

We hereby certify, that the annexed

Trustees' Sale

Charles E. Harried

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for *3*

successive weeks before the

day of

insertion being made the

April

1953

day of

THE CAPITAL-GAZETTE PRESS, INC.

By *T. Green*

Filed 12 May, 1953

TRUSTEES' SALE

— OF VALUABLE —

FEE SIMPLE PROPERTY

LOCATED ON RITCHIE HIGHWAY, NEAR JONES STATION, THIRD
ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a decree dated March 14, 1953, in the case of Margaret Naylor vs. Charles E. Harried, et al, No. 10,641 Equity, in the Circuit Court for Anne Arundel County, the undersigned Trustees will sell at public auction at the Court House ~~Door~~, in the city of Annapolis, Maryland, on

DOOR

Tuesday, May 12th, 1953

AT 11 O'CLOCK, A.M.

FIRST: LOT 1. All that tract of land containing 0.67 of an acre, more or less, which by deed dated May 4, 1946, recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 366, folio 192, was conveyed unto Charles E. Harried and Margaret N. Harried, his wife, by George White and wife.

This property has a frontage of 101.79 feet on the south side of the Ritchie Highway, with an average depth therefrom of 316 feet, and is improved by a four-room, frame dwelling, with enclosed front porch and full cellar. There are various small outbuildings located on the lot. Water is supplied from a pump.

SECOND: LOT 2. All that tract of land containing 0.59 acre, more or less, and adjoining Lot 1 above described, which was conveyed unto Charles E. Harried and Margaret N. Harried, his wife, by John Harried and wife, by deed dated October 14, 1948, recorded among said Land Records in Liber J. H. H. No. 498, folio 572.

This lot also fronts on Ritchie Highway 115 feet with an average depth therefrom of 298 feet, and is improved by a two-room, frame dwelling.

The above two lots will be offered for sale singly to the highest bidder, and then as a whole, and shall be sold in the manner producing the highest return. The trustees reserve the right to withdraw the property from sale at any time.

TERMS OF SALE: A deposit of 10% of the purchase price is to be paid on the day of sale; deferred payment to bear interest at the rate of 6% per annum from date of sale to date of settlement.

Taxes, insurance and other expenses to be adjusted to date of settlement.

EUGENE M. CHILDS,

NOAH A. HILLMAN,

Trustees.

Filed 14 May, 1953.

May 12, 1953

This is to certify that *we* have purchased the property described on the reverse side of this Hand Bill as *Lots Nos. 1 and 2* for the price of \$ *5800⁰⁰* and *we* agree to abide by the terms of sale.

Witness my hand and seal, this 12th day of May, 1953.

Witness:

LeRoy Bold

J. R. McCrone Jr. (SEAL)

Lue W. McCrone (SEAL)

per J. R. McCrone Jr.

This is to certify that on this 12th day of May, 1953 I sold the property above described to *J. R. McCrone Jr. & Lue W. McCrone, his wife* *they* being then and there the highest bidder therefor, at and for the price of \$ *5800⁰⁰*.

Witness my hand and seal this 12th day of May, 1953.

Witness:

Thos. A. Hillman

L. W. Child (SEAL)

Auctioneer

" EXHIBIT NO. ONE WITH REPORT OF SALE "

Filed 14 May, 1953

Margaret Naylor,

Plaintiff

vs

Charles E. Harried, et al,

Defendants

*

*

*

*

In the

Circuit Court

for

Anne Arundel County

No. 10,641 Equity

REPORT OF SALE

To the Honorable, the Judges of said Court:

The Report of Eugene M. Childs and Noah A. Hillman, Trustees, appointed by Decree in this cause to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful discharge of their trust, as required by said Decree, and giving notice of the terms, place and manner of sale by advertisement in *Evening Capital*, a newspaper published in Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale, and the posting of Hand Bills on the property as well as in a number of public places including the Court House bulletin board, they did pursuant to said notice attend at the Court House Door, Church Circle, Annapolis, Maryland on Tuesday, May 12, 1953, at 11 o'clock a. m., the time and place mentioned in said advertisement, and then and there offered the following property mentioned in these proceedings at public sale, that is to say:

First: Lot 1. All that tract of land containing 0.67 of an acre, more or less, which by deed dated May 4, 1946, recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 366, folio 192 was conveyed unto Charles E. Harried and Margaret N. Harried, his wife, by George White and wife.

This property has a frontage of 101.79 feet on the south side of the Ritchie Highway, with an average depth therefrom of 316 feet, and is improved by a four-room, frame dwelling, with enclosed front porch and full cellar. There are various small outbuildings located on the lot. Water is supplied from a pump.

The highest bid was \$ 2,200.00 and, as set forth in the advertisement, this bid was reserved.

Filed 14 May, 1953.

Second: Lot 2. All that tract of land containing 0.59 acre, more or less, and adjoining Lot 1 above described, which was conveyed unto Charles E. Harried and Margaret N. Harried, his wife, by John Harried and wife, by deed dated October 14, 1948, recorded among said Land Records in Liber J. H. H. No. 498, folio 572.

This lot also fronts on Ritchie Highway 115 feet with an average depth therefrom of 298 feet, and is improved by a two-room, frame dwelling.

The highest bid was \$ 1,000.00 and, likewise, was reserved.

Both tracts were then offered together and were sold unto J. R. McCrone, Jr. and Sue W. McCrone, his wife, they being at that price the highest bidder therefor, for the sum of \$ 5,800.00.

That the said purchasers agree to comply with the terms of sale, their agreement and certificate of Auctioneer, marked " Exhibit No. 1 with Report of Sale " , is filed herewith.

All of which is respectfully submitted.

Eugene M. Childs

Noah A. Hillman

Trustees

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, that on this 12th day of May, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Eugene M. Childs and Noah A. Hillman, Trustees and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true as therein set forth and that said sale was fairly made.

As witness my hand and Notarial Seal.

Nannie K. Cox
Notary Public



MARGARET NAYLOR

versus

CHARLES E. HARRIED,
et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,641

Equity

Ordered, this 14 day of May, 1953, That the sale of the
Property in these Proceedings mentioned,
made and reported by Eugene M. Childs and Noah A. Hillman,
Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18
day of June next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 18
day of June next.

The report states that the amount of sales to be \$5,800.00.

True Copy,

John H. Hopkins, Ind., Clerk.

TEST: Clerk.

(Final Order)

MARGARET NAYLOR

versus

CHARLES E. HARRIED,
et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22d day of June, 1953,
that the sale made and reported by the Trustees aforesaid, be and the same is hereby Ratified and Confirmed
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order
Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall pro-
duce vouchers for the Auditor.

Benjamin Michaelson
Judge

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,641 Equity
MARGARET NAYLON

vs.
CHARLES E. HARRIED, et al
Ordered, this 14th day of May, 1953,
That the sale of the Property in these
Proceedings mentioned, made and re-
ported by Eugene M. Childs and Noah
A. Hillman, Trustees, BE RATIFIED
AND CONFIRMED, unless cause to the
contrary thereof be shown on or before
the 18th day of June next; Provided, a
copy of this Order be inserted in some
newspaper published in Anne Arundel
County, once in each of three successive

weeks before the 18th day of June next.
The report states that the amount of
sales to be \$5,800.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

ju-6

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 15, 1953

We hereby certify, that the annexed _____

Order Nisi - Sale - Eq. 10641

Margaret Naylor

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4

successive weeks before the 18th

day of June, 1953. The first

insertion being made the 16th day of

May, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

No. E. C. 8213

Filed 19 June, 1953

In the Case of

Margaret Naylor

VS.

Charles E. Harried,

et al

In the

Circuit Court

For

Anne Arundel County

No. 10,641

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

Filed 13 Aug., 1953.

August 10, 1953

All of which is respectfully submitted.

Laura B. Dickling
Auditor.

Dr. Margaret Naylor vs. Charles E. Harried, et al

in ac.

To Trustees for Commissions on proceeds sale of real estate, viz:	205	32		
To Trustees for Commissions on rents collected from 1/3/53 to 4/18/53, viz:	19	80		
To Trustees for Fee as per Order of Court dated 7/28/53	200	00	425	12
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitors' appearance fee	10	00		
Clerk of Court - Court costs	43	50		
Clerk of Court - additional costs	6	25		
Jos. W. Alton, Jr. - Sheriff's costs	4	35		
Chipman W. Cunningham - Examiner's fee	10	00		
Katharine H. McCutchan - Stenographer's fee	5	00		
Auditor - stating this account	54	00	143	10
To Trustees for Expenses, viz:				
Capital-Gazette Press - notice to creditors	8	00		
Capital-Gazette Press - advertising sale	28	14		
Capital-Gazette Press - handbills	9	69		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Hartford Accident & Indemnity Co. - bond premium	28	00		
George W. Scible - auctioneer's fee	35	00		
Jos. D. Lazenby - appraisal and testimony	25	00		
J. R. McCrone, Jr. - house identification	15	00		
Clerk of Court - certified copies of deeds and judgments	4	00		
One-half Federal revenue stamps	3	30		
One-half State revenue stamps	3	30		
Naomi K. Cox - notary fees	2	00		
			175	43
To Trustees for Taxes, viz:				
1953 State and County taxes (\$45.09 - adjusted to 7/1/53, with interest)	23	42	23	42
To Trustees for Liens, viz:				
Workingmen's Building & Loan Ass'n - balance due on mortgage \$576.21				
Interest from 1/10/53 to 7/27/53	20.63			
Recording release	.75	597	59	
Louis M. Strauss - balance due on mortgage \$105.00				
Interest from 10/21/48 to 7/27/53	29.85			
Recording release	.75	135	60	
Nathan Greenberg, trading as Globe Furniture Co. - Judgment debt \$149.00				
Interest from 5/4/51 to 9/4/53	20.86			
Court costs	2.90			
Recording release	.50	173	26	

Baltimore Federal Savings & Loan Association -			
Judgment debt	\$ 620.47		
Interest from 2/7/52 to 9/7/53	58.94		
Court costs	17.15		
Attorney's collection fee	93.07		
Recording certified copy	2.00		
Release fee	.50	792 13	1,698 58
<hr/>			
To Trustees for Claims filed against Charles E. and Margaret Harried, viz:			
Lincoln Loan Service, Inc. - note	313 47		
Kirson's - open account (Order 8/6/53)	42 57		356 04
<hr/>			
BALANCE FOR DISTRIBUTION -	\$3,220.17		
Distributed as follows:			
To Margaret Naylor, mother and sole heir at law of Margaret Harried, deceased -one-half			
	\$1,610.08		
<u>Less</u> Claims against the Estate of Margaret Harried, deceased:			
Register of Wills -			
Court costs	\$ 9.60		
Capital-Gazette Press-notice to creditors	8.00		
Baer - open account	41.77	59.37	
	1,550.71		
<u>Less</u> 1% inheritance tax	15.51	1,535 20	
<hr/>			
To R. Glenn Prout, Register of Wills:			
Court costs as above	\$ 9.60		
Direct inheritance tax	15.51	25 11	
<hr/>			
To Trustees for Claims filed, viz:			
Capital-Gazette Press - notice to creditors	\$ 8.00		
Baer - open account	41.77	49 77	1,610 08
<hr/>			
To Charles Harried - one-half	\$ 1,610.09		
<u>Less</u> Claims against Estate of Margaret Harried directed to be paid by him, viz:			
Anne Arundel General Hospital-account filed	\$ 77.85	77 85	
Hicks Funeral Home	201.75	201 75	
<hr/>			
<u>Less</u> payment by Trustees of the following Liens against Charles E. Harried's interest, viz:			
(1) Noah A. Hillman - in full for mortgage claim:			
Principal	\$ 550.00		
Interest from 12/29/52 to 7/27/53	19.25		
Recording release	.75	570 00	
<hr/>			

(2) Personal Finance Co. of

Baltimore -
 Judgment debt \$ 212.54
 Interest from 3/2/53 to 9/2/53 6.38
 Court costs 2.15
 Recording release .50

221 57

(3) S.R.N.C. Credit Union, Inc.

Judgment debt \$ 354.51
 Interest from 4/12/53 to 9/12/53 8.86
 Court costs 16.45
 Attorney's collection fee 35.45
 Recording release .50

415 77

(4) Clerk of Court - Court costs in
 \$4211 Divorces (Decree of 10/9/52)

40 45

(5) C. Maurice Weidemeyer - fee allowed
 for legal services in said Decree
 (Order of 7/28/53)

50 00

(6) Mutual System of Maryland - this
 balance on account claim filed

32 70

1,610 09

6,041 86

Eugene M. Childs and Noah A. Hillman, Trustees

Cr.

[illegible]

ORDER NISI

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

Margaret Naylor

VERSUS

Charles E. Harried,

et al

No. 10,641

Equity.

ORDERED, This 13 day of August, 1953, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 14 day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14 day of September next.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of September, 1953, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

John H. Hopkins, Esq., Clerk

*Benjamin Richardson
Judge*

Filed 15 Sept, 1953. Filed 13 Aug, 1953.

LIBER

105 PAGE 515

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., *September 4*, 1953

We hereby certify, that the annexed

*Order of the Court. Ego. 10641**Margaret Taylor - Married*

was published in

*Evening Capital*a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for *3*successive weeks before the *14th*day of *September*, 1953 The firstinsertion being made the *14th* day of*August*, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By

*Therese Tate*No. E. C. *11243*

37

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No 10,641 Equity
Margaret Taylor, Versus
Charles E. Harried, et al
Ordered, this 13 day of August, 1953,
That the Report and Account of the
Auditor, filed this day in the above
entitled cause BE RATIFIED AND
CONFIRMED, unless cause to the con-
trary be shown on or before the 14 day
of September next; Provided, a copy
of this Order be inserted in some news-
paper published in Anne Arundel
County, once in each of three successive
weeks before the 14 day of September
next.
JOHN H. HOPKINS, 3rd, Clerk
True Copy: TEST:
JOHN H. HOPKINS, 3rd, Clerk

Filed 15 Sept, 1953

WILLIAM W. EVERETT and
ROBERTA D. EVERETT, his wife
Pasadena, Maryland

VS.

HERMAN KRUSE and
ROSE KRUSE, his wife
1915 West Fayette Street
Baltimore, Maryland
ALMA FITZGERALD
1430 Linden Avenue
Baltimore, Maryland
ELSIE FEETWELL and HALBERT E. KRUSE

Addresses unknown
JOSEPH H. GRISCOM, SR., Treasurer of Anne Arundel County
Court House Building
Annapolis, Maryland

AND any and all persons having or claiming to have any interest in property known as Lots Nos. 44 and 45 in Block 26, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, Maryland.

ROBERT S. RANDOLPH and
LAURENA RANDOLPH, his wife
300 South 20th Street
Newark, New Jersey

AND any and all persons having or claiming to have any interest in the property known as Lots Nos. 14 and 15 in Block 26, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, Maryland.

MARY KATSLER
1927 Walbrook Avenue
Baltimore, Maryland

AND any and all persons claiming to have any interest in the properties known as Lots Nos. 14 and 15 in Block 26, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, Maryland.

ERNEST TRINE and
ANNIE E. TRINE and
HESTER A. GARRETT
Addresses unknown

AND any and all persons claiming to have any interest in the properties known as Lots Nos. 13, 18, 19, 39 and 28 in Block 26, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, Maryland.

CHARLES VINCENTI
1029 Munsey Building
Baltimore, Maryland
JOSEPH H. GRISCOM, SR., Treasurer of Anne Arundel County
Court House Building
Annapolis, Maryland

AND any and all persons claiming to have any interest in the properties known as Lots Nos. 25, 26, 27, 28 and 29 in Block 27, and Lots Nos. 47 and 48 in Block 26, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, Maryland.

.....
BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Filed: 29 Sept. 1955

YOUR Plaintiffs, Complaining say:

1. That a search of the Land Records, the records of the Register of Wills, the Equity and Law records of Anne Arundel County, discloses that the Defendants were the owners of the hereinafter described properties at the time they were sold at tax sales by the Treasurer of Anne Arundel County as Collector of Taxes for the State of Maryland and Anne Arundel County.

2. That the Commissioners for Anne Arundel County had purchased all of said lots at the tax sale, they being the highest bidders therefor, and had later conveyed all of their right, title and interest in said lots to the Plaintiffs, as will appear by reference to the Plaintiffs' Exhibit No. 1.

3. That certificates of tax sale No. 1140, 1141, 1142, 2080 and 2081, attached hereto as Plaintiffs' Exhibit No. 2 were issued to the Plaintiffs, by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County.

4. That the properties mentioned in Plaintiffs' Exhibit No. 2 are described as follows:

A. Certificate No. 1140: All those lots or parcels of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, being designated as Lots Nos. 44 and 45 in Block 26, as shown on a Plat of Pasadena, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod B-4, Plat 34, and being the same property which was conveyed to Herman Kruse and Rose Kruse, his wife, by Robert T. Mavin, by deed dated December 18, 1908, and recorded among the Land Records of Anne Arundel County in Liber G.W. 64, folio 256. Being the same property which was conveyed to Herman Kruse and Rose Kruse, his wife, by Mamie Bucksbaum, by deed dated September 13, 1906 and recorded among the Land Records of Anne Arundel County in Liber G.W. 40, folio 342, and the said Herman Kruse died intestate, prior to 1935, leaving the said lots unto his wife, Rose Kruse, who died January 17, 1939, testate, leaving all of her interest in said lots unto her three children, Alma Fitzgerald, whose last known address is 1430 Linden Avenue, Baltimore, Maryland; Elsie Fretwell and Halbert E. Kruse, whose addresses are unknown; to be equally divided among them, as will appear by reference to the Last Will and Testament of Rose Kruse, which is recorded among the Wills Records of Baltimore City in Wills Liber J.H.B. 197, folio 37. The property was assessed on the date of the Collector's sale to Herman Kruse and Rose Kruse, his wife, whose last known address was 1915 West Fayette Street, Baltimore, Maryland. The amount due on the date of sale was \$22.00.

B. Certificate 1141: All those lots or parcels of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, which are known and designated as Lots Nos. 14 and 15, in Block 26, as shown on the Plat of Pasadena, which Plat is recorded among the

Plat Records of Anne Arundel County in Plat Cabinet 2, Rod B-4, Plat 34, and being the same property which was conveyed to Henry Kaiser by Robert T. Mavin, by deed dated September 13, 1906, and recorded among the Land Records of Anne Arundel County in Liber G.W. 40, folio 342; and assessed on the date of the Collector's sale to Henry Kaiser whose last known address was 1927 Walbrook Avenue. The amount due on the date of sale was \$22.00.

C. Certificate No. 1142: All those lots or parcels of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, which are known and designated as Lots Nos. 13, 18, 19 and 39 in Block 26, as shown on the Plat of Pasadena, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod B-4, Plat 34, and being the same property which was conveyed to Ernest Trine, by Robert T. Mavin, by deed dated January 26, 1906 and February 1, 1906 and recorded among the Land Records of Anne Arundel County in Liber G.W. 47 in folios 393 and 395 respectively; and assessed on the date of the Collector's sale to Ernest Trine, whose last known address is unknown. Lot No. 28 in Block 26, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, Maryland, as shown on the Plat of Pasadena, as recorded in Plat Cabinet 2, Rod B-4, Plat 34, and being the same property which was conveyed by Robert T. Mavin, to Hester A. Garrett and Annie E. Trine, by deed dated January 24, 1906 and recorded among the Land Records of Anne Arundel County in Liber G.W. 49, folio 195; and assessed on the date of the Collector's sale to Hester A. Garrett and Annie E. Trine, whose last known address is unknown. The amount due on the date of sale was \$25.00.

D. Certificate 2080: All those parcels of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland which are known and designated as Lots Nos. 44, 45, and 46 in Block 21, as shown on the Plat of Pasadena, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod B-4, Plat 34, and being the same property which was conveyed to Robert S. Randolph and Laurena Randolph, his wife, by Robert T. Mavin, by deed dated January 25, 1908 and recorded among the Land Records of Anne Arundel County in Liber G.W. 56, folio 493; and assessed on the date of the Collector's sale to Robert S. Randolph, whose last known address was 300 South 20th Street, Newark, New Jersey. The amount due on the date of sale was \$17.29.

E. Certificate 2081: All those parcels of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, which are known and designated as Lots Nos. 25, 26, 27, 28 and 29 in Block 27; and Lots Nos. 47 and 48 in Block 26, as shown on the Plat of Pasadena, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod B-4, Plat 34, and being the same property which was conveyed to Charles Vincenti by Robert T. Mavin, by deed dated July 28, 1905, and recorded among the Land Records of Anne Arundel County in Liber G.W. 45, folio 481; and assessed on the date of sale to Charles Vincenti, whose last known address was 1029 Munsey Building, Baltimore 2, Maryland. The amount due on the date of sale was \$55.00.

5. That the aforementioned and described real estate has not been redeemed by the Defendants herein nor by anyone claiming through them, although more than one year and a day has elapsed from the aforesaid date of tax sale.

6. That to redeem these properties it is necessary for the Defendants

to pay the sum set out after the description of the properties, together with interest, taxes and penalties, accruing subsequent to the date of sale and total disbursements of the holder of the certificate of tax sale.

TO THE END THEREFORE, YOUR PETITIONERS PRAY:

A. That Writs of Subpoenas be issued and served upon the Defendants commanding them to be and appear in this Court on some day certain to be named therein and to make answer thereto.

B. That an Order of Publication be granted unto Plaintiffs directed to the Defendants and all parties in interest, commanding them to appear in this Court on some certain day to be named therein and answer the exigencies of this Complaint.


C. That the Court enter a Final Decree foreclosing all rights of redemption of the Defendants and all persons having or claiming to have any interest in the hereinabove described property.


D. That the Final Decree herein provide that at the time the Treasurer of Anne Arundel County execute to the Plaintiffs a deed to the properties herein involved, vesting in the Plaintiffs, a good and marketable title, indefeasible and absolute, in fee simple, and free and clear of any and all liens, claims and encumbrances.

E. And for such other and further relief as the nature of the case may require to the Court as may seem just and proper.

AND as in duty bound, etc.


William W. Everett


Roberta D. Everett


Michael Demyan
16 Crain Highway, S.W.
Glen Burnie, Maryland
Attorney for Plaintiffs

CONFIRMATORY
THIS DEED, made this 6th day of August, 1946, by and between

Thomas W. Davis, County Treasurer, acting as successor to Joshua S. Linthicum in said office, of the first part; the County Commissioners of Anne Arundel County, a body corporate, of the second part; and William W. Everett and Roberta D. Everett, his wife, of the third part.

WHEREAS, by deed dated September 7, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 341, folio 7, the said parties of the first and second parts executed a quit claim deed for the lots hereinafter described, and

WHEREAS it was not intended that said deed should be a quit claim deed, but a regular conveyance of the property, which at that time was owned by the said party of the second part, and

WHEREAS the said party of the first part and the said party of the second part desire to grant, convey and confirm the fee simple title in said property unto the said parties of the third part.

NOW, THEREFORE, THIS DEED, WITNESSETH: That in consideration of the premises and other good and valuable considerations, the said Thomas W. Davis, County Treasurer, as successor in office to Joshua S. Linthicum, and the County Commissioners of Anne Arundel County, a body corporate, do hereby grant, convey and confirm unto the said William W. Everett and Roberta D. Everett, his wife, as TENANTS BY THE ENTIRETIES, the survivor of them, their heirs and assigns in fee simple, all of the right, title, interest and estate, at law or equity, of the said grantors, and of Ernest Trine, and of Hester A. Garrett and of Annie E. Trine, and of all persons claiming by, through or under any of them, in and to the following parcels of land in the Third Election District of Anne Arundel County, Maryland:

First: Lots Nos. thirteen (13), eighteen (18), nineteen (19) and thirty-nine (39), Block 26 on the Plat of Pasadena recorded among the Plat Records of said County in Cabinet 3, Rod E-6, Plat 7. Being the same property conveyed to Ernest Trine by Robert Mavin by deeds dated January 26, 1906, and February 1, 1906, recorded among the Land

Records of Anne Arundel County in Liber G.W. No. 47, folio 393 and 395.

Second: Lot No. twenty-eight (28), Block 26 on the aforesaid Plat of Pasadena. Being the same property which was conveyed by Robert Mavin to Hester A. Garrett and Annie E. Trine by deed dated January 24, 1906 and recorded among the aforesaid Land Records in Liber G. W. No. 49, folio 195.

BEING the same property which was conveyed to the said William W. Everett and Roberta D. Everett, his wife, by Thomas W. Davis, County Treasurer, et al. by deed dated September 7, 1945, and recorded among the aforesaid Land Records in Liber J.R.H. NO. 341, folio 7.

TOGETHER with the buildings and improvements thereon erected, made or being and all and every, the rights, roads, waters, ways, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said William W. Everett and Roberta D. Everett, as TENANTS BY THE ENTIRETIES, the survivor of them, their heirs and assigns in fee simple.

WITNESS the hand and seal of Thomas W. Davis, County Treasurer, and witness also the signature of John J. Levay, President of the County Commissioners of Anne Arundel County, a body corporate, and the corporate seal thereof duly affixed and attested by its Clerk.

Test:

Katharine H. McCutchan
Katharine H. McCutchan

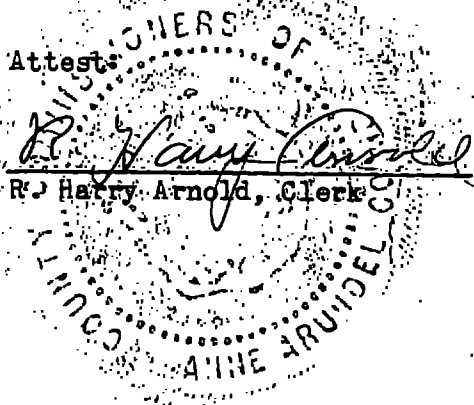
Thomas W. Davis (SEAL)
Thomas W. Davis, County Treasurer

Attest:

R. Harry Arnold
R. Harry Arnold, Clerk

County Commissioners of Anne Arundel County
a body corporate

By John J. Levay
John J. Levay, President



STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 6th day of August, 1946,
before me, the subscriber, a Notary Public of the State of
Maryland, in and for the County aforesaid, personally appeared
Thomas W. Davis, County Treasurer, acting as successor to Joshua S.
Linthicum in said office, , and duly acknowledged the foregoing
instrument to be his act and DEED; and also personally appeared
John J. Levay, President of the County Commissioners of Anne
Arundel County, a body corporate, and duly acknowledged the
foregoing instrument to be the act and DEED of said body corporate.

WITNESS my hand and Notarial Seal.

Katharine H. McCutchan (SEAL)
Katharine H. McCutchan-Notary Public

*I hereby certify that
the property named in
this deed has been trans-
ferred as provided by act
1920.*

R. Harry Arnold,
Clerk

C-O-N-F-I-R-M-A-T-I-O-N

D-E-E-D / TAXES PAID

TO DEC. 31, 1946

THOMAS W. DAVIS

From

Thomas W. Davis, et al.

To

William W. Everett and
Roberta D. Everett, his wife

Lots Nos 13, 18, 19, 39 and 28
in Block No. 26, Plat of Pasadena
Third Election District, A.A. Co.
Md.

Approved:

Benjamin Michaelson
Counsel to Board

Received for Record 23
of Aug. 1946 at 11:55 o'clock P.M.
and the same day recorded in Liber
J.E.H., No. 377 Fol. 331, Land
Records of Anne Arundel County.

Wm H. Hopkin Clerk

BENJAMIN MICHAELSON
ATTORNEY AT LAW
HAYS BUILDING
ANNAPOLIS, MD.

2-75

No stamps required.
J. R. J.

LIBER 105 PAGE 523

No. 11,503 Equity

S41-188

356-1915

THIS DEED, Made this 14 day of November, 1946; by and between the County Commissioners of Anne Arundel County, a body corporate, party of the first part, "GRANTOR", and William W. Everett and Roberta D. Everett, his wife, parties of the second part, "GRANTEES", all of the State of Maryland.

WHEREAS, the hereinafter described lots of ground were assessed to Henry Kaiser, who acquired said lots from Mamie Buckebaum by deed dated September 13, 1906 and recorded among the Land Records of Anne Arundel County in Liber G.W. 50, folio 342; and sold by Joshua Linthicum, Late Treasurer of Anne Arundel County, to the County Commissioners of Anne Arundel County, a body corporate, on June 30, 1913, for non payment of County, School and State taxes due and owing for the year 1910, and

WITNESSETH: That for and in consideration of the sum of Ten Dollars and other good and valuable considerations, the said grantor does grant and convey unto the said William W. Everett and Roberta D. Everett, his wife, as tenants by the entireties, the survivor, his or her heirs and assigns in fee simple, all those two lots of ground in Pasadena, Third Election District of Anne Arundel County, Maryland; and described as follows:

BEING known and designated as Lot Nos. 14 and 15 in Block 26 as shown on the Plat of Pasadena recorded among the Land Records of Anne Arundel County in Plat Book G.W. Sec.1, folio 34 (Cabinet 2-Rod-B4-Plat 34).

BEING the same lots of ground as described in Tax Sales Proceedings No.#356 and recorded in G.W. 3, folio 373.

TOGETHER with the buildings and improvements thereon and all and every the rights, alleys, ways, waters, roads, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

Plaintiffs' Exhibit No. 1

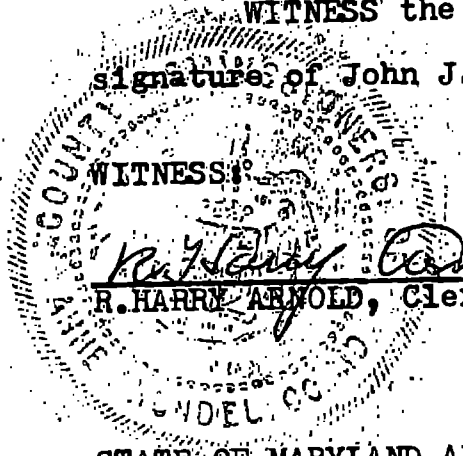
Filed: 29 Sept. 1955

TO HAVE AND TO HOLD the above described property and premises unto and to the proper use and benefit of the said William W. Everett and Roberta D. Everett, his wife, as tenants by the entireties, the survivor, his or her heirs and assigns in fee simple.

WITNESS the seal of the said grantor and the signature of John J. Levay, its President thereof.

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate.

WITNESS:


R. Harry Arnold
R. HARRY ARNOLD, Clerk

By

John J. Levay
John J. Levay, President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

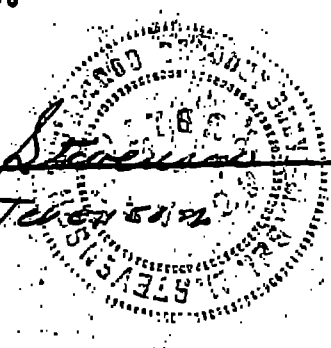
I HEREBY CERTIFY, that on this 14 day of November, 1946, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared John J. Levay, President of the County Commissioners of Anne Arundel County, a body corporate, and he acknowledged the foregoing deed to be the act and deed of the said body corporate.

WITNESS my hand and Notarial Seal.

Deed Prepared Without
Title Examination

JOHN DEMYAN, JR.
Attorney

Mabel M. Steiner
MABEL M. STEINER
NOTARY PUBLIC



Exit *James paid to 2nd*
1946 *James paid to 2nd*
1946 *James paid to 2nd*
 COUNTY COMMISSIONERS OF ANNE
 ARUNDEL COUNTY, a body
 corporate.

TAXES PAID
 TO DEC. 31, 1946
 to THOMAS W. DAVIS
 Treas.

WILLIAM W. EVERETT and ROBERTA
 D. EVERETT, his wife.

Lot Nos. 14 and 15 Block 26,
 Pasadena, Third Election District
 of Anne Arundel County, State of
 Maryland.

Approved: 11/12/46.

Barry. Michaelson
 Counsel to Board.

Received for Record 13th Day
 of Nov, 1946 at 12:40 P.M.

386 ps 456

John H. Hopkins, Secy.

JOHN DEMYAN, JR.
 ATTORNEY AT LAW
 ANNAPOLIS, MARYLAND

\$2.50
 Paid.

No stamps required
A.R.J.

SH1-183

347-1915

No. 11, 503 Equity
January 1947

THIS DEED, Made this 3 day of ~~December~~, ~~1946~~, by and between the County Commissioners of Anne Arundel County, a body corporate, of the first part, "GRANTOR"; and William W. Everett and Roberta D. Everett, his wife, parties of the second part, "GRANTEES", all of the State of Maryland.

WHEREAS, the County Commissioners of Anne Arundel County, a body corporate, acquired the hereinafter described property through tax sales proceedings in June 1913, as will appear by reference to Tax Sale No. 347 recorded among the Tax Sale Records in Liber G.W.3, folio 345, and

WITNESSETH: That for and in consideration of the sum of One Dollar and other good and valuable considerations, the said GRANTOR does grant, convey, release and assigns all of its right, title, interest, claim and estate to the hereinafter described property unto William W. Everett and Roberta D. Everett, his wife, as tenants by the entireties, the survivor, his or her heirs and assigns in fee simple, all those lots of ground in Pasadena, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lot Nos. 44 and 45 in Block 26 as shown on the Plat of Pasadena recorded among the Land Records of Anne Arundel County in Plat Cabinet 2, Rod B-4, Plat 34.

BEING ALSO the same property conveyed to Herman Kruse and wife by Robert T. Mavin by deed dated December 18, 1908 and recorded among the aforesaid Land Records in Liber G.W.64, folio 256; the said Herman Kruse departed this life intestate prior to 1935 leaving said property unto his wife who died on January 17, 1939 leaving her possible interest therein unto her three children, as will appear by reference to her Last Will and Testament recorded among the Wills Records of Baltimore City in Wills Liber J.H.B.197-37.

Plaintiffs' Exhibit No. 1

Filed: 29 Sept. 1955

TOGETHER with the buildings and improvements thereon and all and every the rights, alleys, ways, waters, roads, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of William W. Everett and Roberta D. Everett, his wife, as tenants by the entireties, the survivor, his or her heirs and assigns in fee simple.

WITNESS, the corporate seal of the said grantor and the signature of Weems R. Duvall, its President thereof.

Witness:

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate.


R. HARRY ARNOLD, Clerk

BY Weems R. Duvall
Weems R. Duvall, President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 3 day of ^{January} ~~December~~, 1946, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared Weems R. Duvall, President of the County Commissioners of Anne Arundel County, a body corporate, and he acknowledged the foregoing deed to be the act and deed of the said body corporate.

WITNESS my hand and Notarial Seal.

Mabel M. Stevenson
MABEL M. STEVENSON

NOTARY PUBLIC

DEED

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY, a
body corporate.

TAXES PAID
to TO DEC. 31, 1947
THOMAS W. DAVIS
Treas.

WILLIAM W. EVERETT and
ROBERTA D. EVERETT, his
wife.

Lot Nos. 44-45 Block 26,
Plat of Pasadena, Third
Election District of Anne
Arundel County, Maryland.

Approved: 12/30/46.

Benj. Merchandiser
Council to Board

Received for Record 6th
of Jan'y 1947 at 11-50 AM.
and the same day recorded in Liber
394 Fol. 214, Land
Records of Anne Arundel County.

John H. Hopkins

JOHN DEMYAN, JR.
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

No. 11, 1953 Equity

1140

CERTIFICATE OF TAX SALE

I, Joseph N. Giscorn Sr., Successor to Joshua Linthicum
Collector of Taxes for the State of Maryland and the
County of Anne Arundel, hereby certify that on October 19, 1955, I sold to W A Co
Comm at public auction for the sum of 22 Dollars and 00

Cents, of which _____ Dollars has been paid as a deposit on the property
in 30 District described as Lot 44-45 Block 26
as shown on the plat of Pasadena

and assessed to Herman Kress

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 19, 1956, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of June 19 55

Joseph N. Giscorn Sr.
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 9 day of October, June 19, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph N. Giscorn Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public

My Commission Expires May 6, 1957

Plaintiffs' Exhibit No. 2

Filed: 29 Sept. 1955



1141

CERTIFICATE OF TAX SALE

I, Joseph N. Griscom Jr. ^{Successor to Joshua Linthicum} Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 1915, I sold to A. A. Co Comm. at public auction for the sum of 22 Dollars and 00

Cents, of which _____ Dollars has been paid as a deposit on the property in 3 District described as Lots 14 and 15 Block 26 as shown in the plat of Pasadena

and assessed to Henry Kaiser

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 1916, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of June 19 55

Joseph N. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 8 day of October June 1955 before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph N. Griscom Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 6, 1957

Plaintiffs' Exhibit No. 2

Filed: 29 Sept. 1955



1142

CERTIFICATE OF TAX SALE

I, Joseph W. Griscornik Successor to Joshua Linthicum
 Collector of Taxes for the State of Maryland and the
 County of Anne Arundel, hereby certify that on October 1916, I sold to A. A. Co
Comm. at public auction for the sum of 25 Dollars and 00
 Cents, of which Dollars has been paid as a deposit on the property
 in 3 District described as Lots 13-18-19-39-28
26 on the plat of Pasadena and Lots 28
Bek 26 as shown on the plat of
Pasadena
 and assessed to Ernest D. Pine

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 1917, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of June 1955

Joseph W. Griscornik
 Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 8 day of October, June 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph W. Griscornik, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

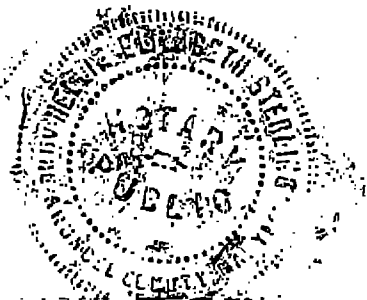
Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
 Notary Public.

My Commission Expires May 6 1957

Plaintiffs' Exhibit No. 2

Filed: 29 Sept. 1955



2080

CERTIFICATE OF TAX SALE

I, Joseph H. Wisconsin, Jr. Successor to Joseph H. Pepper, Collector of Taxes for the State of Maryland and the

County of Anne Arundel, hereby certify that on October 13, 1936, I sold to A A Co
Commissioners at public auction for the sum of 17 Dollars and 29

Cents, of which _____ Dollars has been paid as a deposit on the property
in 30 district described as Lot 44-45-46 Block
21 situated at Pasadena

and assessed to P S Randolph

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 14, 1937, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 19 day of November, 19 54

Joseph H. Wisconsin Jr.
Collector.

State of Maryland, Anne Arundel County, Sect:

I hereby certify, that on this 19 day of November, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Wisconsin Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

Melle Elzy Beth Sterling
Notary Public

My Commission Expires

May 2, 1955

Plaintiffs' Exhibit No. 2

Filed: 29 Sept. 1955



2081

CERTIFICATE OF TAX SALE

I, Joseph H. Greenwald ^{successor to C Albert Hodges} Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on July 21, 1931, I sold to A A Co Comm at public auction for the sum of 55 Dollars and 00

Cents, of which _____ Dollars has been paid as a deposit on the property in 3 District described as Lots 25 to 29 in Block 27, Lots 47-48 Blk. 26 in Block 27 The plat of Pasadena

and assessed to Charles Vincenti

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 22, 1937, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 19 day of November 1954

Joseph H. Greenwald
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 19 day of November, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Greenwald, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial,

William E. B. Stirling
Notary Public.

My Commission Expires May 2, 1955

Plaintiffs' Exhibit No. 2

Filed: 29 Sept. 1955



WILLIAM W. EVERETT and
ROBERTA D. EVERETT, his wife
Pasadena, Maryland

Vs.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

BERMAN KRUSE and
ROSE KRUSE, his wife
1915 West Fayette Street
Baltimore, Maryland

ALMA FITZGERALD
1430 Linden Avenue
Baltimore, Maryland

ELSIE FRETWELL and HALBERT E. KRUSE
Addresses unknown

JOSEPH H. GRISCOM, SR., Treasurer of Anne Arundel County
Court House Building
Annapolis, Maryland

NO. 11,503 EQUITY

AND any and all persons having or claiming to have any interest in property known as Lots Nos. 44 and 45 in Block 26, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, Maryland.

ROBERT S. RANDOLPH and
LAURENA RANDOLPH, his wife
300 South 20th Street
Newark, New Jersey

AND any and all persons having or claiming to have any interest in the property known as Lots Nos. 14 and 15 in Block 26, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, Maryland.

HENRY KAISER
1927 Walbrook Avenue
Baltimore, Maryland

AND any and all persons claiming to have any interest in the properties known as Lots Nos. 14 and 15 in Block 26, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, Maryland

ERNEST TRINE and
ANNIE E. TRINE and
HESTER A. GARRETT
Addresses unknown

AND any and all persons claiming to have any interest in the properties known as Lots Nos. 13, 18, 19, 39 and 28 in Block 26, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, Maryland.

CHARLES VINCENTI
1029 Munsey Building
Baltimore, Maryland

JOSEPH H. GRISCOM, SR., Treasurer of Anne Arundel County
Court House Building
Annapolis, Maryland

AND any and all persons claiming to have any interest in the properties known as Lots Nos. 25, 26, 27, 28 and 29 in Block 27, and Lots Nos. 47 and 48 in Block 26, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, Maryland.

ALL as substantially described in the Certificates of Tax Sale issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and

Filed: 29 Sept. 1935

Anne Arundel County, Maryland, to William W. Everett and Roberta D. Everett, his wife, on November 19, 1954 and June 8, 1955, for the amounts in said certificates hereinafter set forth.

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in the following described properties located in Anne Arundel County, Maryland, and sold by the County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, at the times and for such amounts as shown on the Certificates of Tax Sale filed herewith, and described on the Books of Assessment and Taxation as follows:

Tax Certificate No. 1140: Lots 44 and 45, Block 26, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, and assessed on the date of the Collector's sale to Herman Kruse and Rose Kruse, his wife. The amount due on the date of sale was \$22.00.

Tax Certificate No. 1141: Lots 14 and 15, Block 26, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, and assessed on the date of the Collector's sale to Henry Kaiser, the amount due on the date of sale was \$22.00.

Tax Certificate No. 1142: Lots 13, 18, 19 and 39, Block 26, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, and assessed on the date of the Collector's sale to Ernest Trine. Lot 28, Block 26, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, and assessed on the date of the Collector's sale to Hester A. Garrett and Annie E. Trine. The amount due on the date of sale was \$25.00.

Tax Certificate No. 2080: Lots 44, 45, and 46, Block 21, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, and assessed on the date of the Collector's sale to Robert S. Randolph. The amount due on the date of sale was \$17.29.

Tax Certificate No. 2081: Lots 25, 26, 27, 28 and 29, Block 27 and Lots 47 and 48, Block 26, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, and assessed on the date of sale to Charles Vincenti. The amount due on the date of sale was \$55.00.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of aforementioned sales.

It is thereupon, this 29 day of ^{September}~~August~~, 1955, by the Circuit

Court for Anne Arundel County, in Equity, ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks before the 14 day of ~~October~~ ^{December}, 1955, next, warning the said Herman Kruse and Rose Kruse, his wife, Alma Fitzgerald, Elsie Fretwell, Halbert E. Kruse, Joseph H. Criscom, Sr., Treasurer of Anne Arundel County, Robert S. Randolph and Laurena Randolph, his wife, Henry Kaiser, Ernest Trine, Annie E. Trine, Hester A. Garrett and Charles Vincenti, and any and all other persons having or claiming to have any interest in the above mentioned properties, to be and appear in this Court in person or by solicitor on or before the 14th day of December, 1955, and redeem the aforementioned properties and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the properties and vesting in the Plaintiffs, William W. Everett and Roberta D. Everett, his wife, a title free and clear of all encumbrances.

George T. Cromwell
George T. Cromwell, Clerk

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,503 EQUITY

WILLIAM W. EVERETT
ROBERTA D. EVERETT, his
Pasadena, Maryland

Vs.

HELMAN KRUSE and ROSE KRUSE,
his wife, 1915 West Fayette Street,
Baltimore, Maryland.

ALMA FITZGERALD, 1430 Linden Ave-
nue, Baltimore, Maryland.

ELSIE FRETWELL and HALBERT E.
KRUSE, Addresses unknown.

JOSEPH H. GRISCOM, SR., Treasurer
of Anne Arundel County, Court House
Building, Annapolis, Maryland.

AND any and all persons having or
claiming to have any interest in prop-
erty known as Lots Nos. 44 and 45 in
Block 20, as shown on the Plat of
Pasadena, Third Election District of
Anne Arundel County, Maryland.

ROBERT S. RANDOLPH and
LAURENA RANDOLPH, his wife, 800
South 20th Street, Newark, New Jer-
sey.

AND any and all persons having or
claiming to have any interest in the
property known as Lots Nos. 14 and
15 in Block 20, as shown on the Plat
of Pasadena, Third Election District
of Anne Arundel County, Maryland.

HENRY KAISER, 1927 Whitbrook Ave-
nue, Baltimore, Maryland.

AND any and all persons claiming to
have any interest in the properties
known as Lots Nos. 14 and 15 in
Block 20, as shown on the Plat of
Pasadena, Third Election District of
Anne Arundel County, Maryland.

ERNEST TRINE and ANNIE E.
TRINE and HESTER A. GARRETT,
Addresses unknown.

AND any and all persons claiming to
have any interest in the properties
known as Lots Nos. 18, 19, 20 and
21 in Block 20, as shown on the Plat
of Pasadena, Third Election District
of Anne Arundel County, Maryland.

CHARLES VINCENZI, 1020 Munsey
Building, Baltimore, Maryland.

JOSEPH H. GRISCOM, SR., Treasurer
of Anne Arundel County, Court House
Building, Annapolis, Maryland.

AND any and all persons claiming to
have any interest in the properties
known as Lots Nos. 25, 26, 27, 28 and
29 in Block 27, and Lots Nos. 47 and 48
in Block 20, as shown on the Plat of
Pasadena, Third Election District of
Anne Arundel County, Maryland.

All as substantially described in the
Certificates of Tax Sale issued by
Joseph H. Griscom, Sr., Collector of
Taxes for the State of Maryland and
Anne Arundel County, Maryland, to
William W. Everett and Roberta D.
Everett, his wife, on November 19, 1954
and June 8, 1955, for the amounts in
said certificates hereinafter set forth.

LIBER 105 PAGE 537 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 9, 1955

We hereby certify, that the annexed

Order of Publication
Eq. 11,503

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4

successive weeks before the 14th

day of December, 1955. The first

insertion being made the 13th day of

October, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. Tilghman

Filed: 13 Dec 1955

Order Of Publication

LIBER 105 PAGE 538

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in the following described properties located in Anne Arundel County, Maryland, and sold by the County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, at the times and for such amounts as shown on the Certificates of Tax Sale filed herewith, and described on the Books of Assessment and Taxation as follows:

Tax Certificate No. 1140: Lots 44 and 45, Block 26, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, and assessed on the date of the Collector's sale to Herman Kruse and Rose Kruse, his wife. The amount due on the date of sale was \$22.00.

Tax Certificate No. 1141: Lots 14 and 15, Block 26, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, and assessed on the date of the Collector's sale to Henry Kaiser, the amount due on the date of sale was \$22.00.

Tax Certificate No. 1142: Lots 13, 18, 19 and 30, Block 26, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, and assessed on the date of the Collector's sale to Ernest Trine. Lot 28, Block 26, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, and assessed on the date of the Collector's sale to Foster A. Garrett and Annie E. Trine. The amount due on the date of sale was \$25.00.

Tax Certificate No. 1230: Lots 43, 44 and 45, Block 21, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, and assessed on the date of the Collector's sale to Robert S. Randolph. The amount due on the date of sale was \$17.20.

Tax Certificate No. 2681: Lots 25, 26, 27, 28, 29, Block 27 and Lots 47 and

48, Block 28, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, and assessed on the date of sale to Charles Vincenti. The amount due on the date of sale was \$55.00.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of aforementioned sales.

It is thereupon, this 20th day of September, 1935, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks before the 14th day of December, 1935, next, warning the said Herman Kruse and Rose Kruse, his wife, Alma Fitzgerald, Elsie Fretwell, Rnhert E. Kruse, Joseph H. Griseom, Sr., Treasurer of Anne Arundel County, Robert S. Randolph and Laurena Randolph, his wife, Henry Kaiser, Ernest Trine, Annie E. Trine, Hester A. Garrett and Charles Vincenti, and any and all other persons having or claiming to have any interest in the above mentioned properties, to be and appear in this Court in person or by solicitor on or before the 14th day of December, 1935, and redeem the aforementioned properties and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the properties and vesting in the Plaintiffs, William W. Everett and Roberta D. Everett, his wife, a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

WILLIAM W. EVERETT and : IN THE CIRCUIT COURT
ROBERTA D. EVERETT, his wife :
Pasadena, Maryland :

FOR

Vs. : ANNE ARUNDEL COUNTY

HERMAN KRUSE and :
ROSE KRUSE, his wife :
1915 West Fayette Street : NO. 11,503 EQUITY
Baltimore, Maryland :
ALMA FITZGERALD :

1430 Linden Avenue
Baltimore, Maryland
ELSIE FRETWELL and HALBERT E. KRUSE
Addresses unknown
JOSEPH H. GRISCOM, SR., Treasurer of Anne Arundel County
Court House Building
Annapolis, Maryland

AND any and all persons having or claiming to have any interest in property known as Lots Nos. 44 and 45 in Block 26, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, Maryland.

ROBERT S. RANDOLPH and
LAURENA RANDOLPH, his wife
300 South 20th Street
Newark, New Jersey

AND any and all persons having or claiming to have any interest in the property known as Lots Nos. 14 and 15 in Block 26, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, Maryland.

HENRY KAISER
1927 Walbrook Avenue
Baltimore, Maryland

AND any and all persons claiming to have any interest in the properties known as Lots Nos. 14 and 15 in Block 26, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, Maryland.

ERNEST TRINE and
ANNIE E. TRINE and
HESTER A. GARRETT
Addresses unknown

AND any and all persons claiming to have any interest in the properties known as Lots Nos. 13, 18, 19, 39 and 28 in Block 26, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, Maryland.

CHARLES VINCENTI
1029 Munsey Building
Baltimore, Maryland

JOSEPH H. GRISCOM, SR., Treasurer of Anne Arundel County
Court House Building
Annapolis, Maryland

AND any and all persons claiming to have any interest in the properties known as Lots Nos. 25, 26, 27, 28 and 29 in Block 27; and Lots Nos. 47 and 48 in Block 26, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, Maryland.

DECREE PRO CONFESSO

1. It appearing in the proceedings in this cause that the

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Order of Publication heretofore issued herein, was duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, against the Defendants, Herman Kruse and Rose Kruse, his wife, Alma Fitzgerald, Elsie Fretwell, Halbert E. Kruse and Joseph H. Griscom, Sr., Treasurer of Anne Arundel County; and any and all persons claiming to have an interest in the real estate therein described; and Robert S. Randolph and Laurena Randolph, his wife, and any and all persons claiming to have an interest in the real estate therein described; and Henry Kaiser and any and all persons claiming to have an interest in the real estate therein described; and Ernest Trine, Annie E. Trine and Hester A. Garrett, and any and all persons claiming to have an interest in the real estate therein described; and Charles Vincenti and Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, and any and all persons claiming to have an interest in the real estate therein described, as assessed to said Defendants by the Treasurer of Anne Arundel County.

2. And it further appears that the above named Defendants have failed to enter their appearance herein, in person or by Solicitor, have failed to file an Answer to the Bill of Complaint, and the time within which said Defendants could so appear and file an Answer has now expired.

IT IS THEREUPON, This 5th day of January, 1956, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED, that the Bill of Complaint, be, and the same is hereby taken Pro Confesso against the Defendants, Herman Kruse and Rose Kruse, his wife, Alma Fitzgerald, Elsie Fretwell, Halbert E. Kruse and Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, and any and all persons claiming to have an interest in the real estate therein described; and Robert S. Randolph and Laurena Randolph, his wife, and any and all persons claiming to have an interest in the real estate therein described; and Henry Kaiser and any and all persons claiming to have an interest in the

real estate therein described; and Ernest Trine, Annie E. Trine and Hester A. Garrett, and any and all persons claiming to have an interest in the real estate therein described; and Charles Vincenti and Joseph H. Griscom, Sr., Treasurer of Anne Arundel County; and any and all persons claiming to have an interest in the real estate therein described; as the same is assessed to the Defendants on the books of the County Treasurer.

Benjamin Nicholas

Judge

WILLIAM W. EVERETT and	:	IN THE CIRCUIT COURT
ROBERTA D. EVERETT, his wife	:	
	:	FOR
vs	:	
	:	ANNE ARUNDEL COUNTY
Herman Kruse, et al	:	No. 11, 503 EQUITY

.....

PETITION TO REVERSE DECREE PRO CONFESSO AS TO SOME DEFENDANTS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of William W. Everett and Roberta D. Everett, his wife, by Michael Demyan, their Solicitor, respectfully shows:

1. That heretofore on January 5, 1956, the Bill of Complaint filed herein was taken pro confesso as to all defendants named in said Bill of Complaint for failure to answer said Bill.
2. That process was issued and returned "non est" only once against Herman Kruse and Rose Kruse, his wife, Alma Fitzgerald, Elsie Fretwell, Halbert E. Kruse, Henry Kaiser, Ernest Trine, Annie E. Trine, Hester A. Garrett, Charles Vincenti and Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, all residents of the State of Maryland; but that service by publication against Robert S. Randolph and Laurena Randolph, his wife, non-residents, was properly made.
3. That a valid final decree upon the Bill of Complaint can not be had until such time as all Defendants, both resident and non-resident, have had process properly issued against them, as required by statute.

WHEREFORE, Your Petitioners pray:

1. That the Decree Pro Confesso taken as against the resident Defendants, Herman Kruse and Rose Kruse, his wife, Alma Fitzgerald, Elsie Fretwell, Halbert E. Kruse, Henry Kaiser, Ernest Trine, Annie E. Trine, Hester A. Garrett, Charles Vincenti and Joseph H. Griscom, Sr., Treasurer of Anne Arundel County; be reversed.
2. That the Plaintiffs herein be authorized to have process re-issued as against all of the resident defendants, so as to

~~Filed~~ FEB 14 1956

comply with the statute in such case.

AND as in duty bound, etc.

Michael Demyan
Michael Demyan,
Solicitor for Plaintiffs

ORDER OF COURT

Upon the foregoing Petition, it is this 14th day of February, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the decree pro confesso taken heretofore on January 5, 1956, against the Defendants, Herman Kruse and Rose Kruse, his wife, Alma Fitzgerald, Elsie Fretwell, Halbert E. Kruse, Henry Kaiser, Ernest Trine, Annie E. Trine, Hester A. Garrett, Charles Vincenti and Joseph H. Griscom, Sr., Treasurer of Anne Arundel County; ^{be, and it is hereby, rescinded,} is hereby ~~reversed~~, and

It is further ORDERED that the Plaintiffs be, and they are hereby authorized to have process re-issued against all the resident Defendants named in the Bill of Complaint.

Benjamin Nicholson

Judge

WILLIAM W. EVERETT and
ROBERTA D. EVERETT, his wife
Pasadena, Maryland
Plaintiffs

Vs.

HERMAN KRUSE and
ROSE KRUSE, his wife
ALMA FITZGERALD
ELSIE FRETWELL and HALBERT E. KRUSE
and
ROBERT S. RANDOLPH and
LAURENA RANDOLPH, his wife
and
HENRY KAISER
and
RENEST TRINE and
ANNIE E. TRINE and
HESTER A. GARRETT
and
CHARLES VINCENTI
JOSEPH H. GRISCOM, SR., Treasurer of Anne Arundel County
Defendants

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11503 EQUITY

DECREE PRO CONFESSO

1. It appearing in the proceedings in this cause that the summons issued were twice returned "Non Sunt" and the Order of Publication heretofore issued herein, was fully published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, against the Defendants, Herman Kruse and Rose Kruse, his wife, Alma Fitzgerald, Elsie Fretwell, Halbert E. Kruse and Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, and any and all persons claiming to have an interest in the real estate therein described; and Ernest Trine, Annie E. Trine and Hester A. Garrett, and any and all persons claiming to have an interest in the real estate therein described; and Charles Vincenti and Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, and any and all persons claiming to have an interest in the real estate therein described, as assessed to said Defendants by the Treasurer of Anne Arundel County.

2. And it further appears that the above named defendants have failed to enter their appearance herein, in person or by Solicitor, have failed to file an Answer to the Bill of Complaint, and the time within which said Defendants could so appear and file an answer has now expired.

IT IS THEREUPON, This 24th day of April, 1956, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED, that the Bill of Complaint, be, and the same is hereby taken Pro Confesso against the Defendants, Herman Kruse and Rose Kruse, his wife, Alma Fitzgerald, Elsie

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Fretwell, Halbert E. Kruse and Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, and any and all persons claiming to have an interest in the real estate therein described; and Henry Kaiser and any and all persons claiming to have an interest in the real estate therein described; and Ernest Trine, Anne E. Trine and Hester A. Garrett, and any and all persons claiming to have an interest in the real estate therein described; and Charles Vincenti and Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, and any and all persons claiming to have an interest in the real estate therein described; as the same is assessed to the Defendants on the books of the County Treasurer.

Benjamin M. Hallor

Judge

WILLIAM W. EVERETT and *
ROBERTA D. EVERETT, his wife *
Pasadena, Maryland *

IN THE
CIRCUIT COURT

Vs. *

FOR

HERMAN KRUSE and *
ROSE KRUSE, his wife *
1915 West Fayette Street *
Baltimore, Maryland *
ALMA FITZGERALD *
1430 Linden Avenue *
Baltimore, Maryland *

ANNE ARUNDEL COUNTY

NO. 11,503 EQUITY

ELSIE FRETWELL and HALBERT E. KRUSE

Addresses unknown

ROBERT S. RANDOLPH and
LAURENA RANDOLPH, his wife
300 South 20th Street

Newark, New Jersey

HENRY KAISER

1927 Walbrook Avenue

Baltimore, Maryland

ERNEST TRINE and

ANNIE E. TRINE and

HESTER A. GARRETT

Addresses unknown

CHARLES VINCENTI

1029 Munsey Building

Baltimore, Maryland

JOSEPH H. GRISCOM, SR., Treasurer of Anne Arundel County

Court House Building

Annapolis, Maryland

AND any and all persons claiming to have any interest in
the properties described in the Bill of Complaint.

DECREE

The proceedings in this cause having been read and considered, and it
appearing to the Court that the Defendants, Herman Kruse and Rose Kruse, his wife,
Alma Fitzgerald, Elsie Fretwell and Halbert E. Kruse, Robert S. Randolph and
Laurena Randolph, his wife, Henry Kaiser, Ernest Trine and Annie E. Trine and
Hester A. Garrett, Charles Vincenti and Joseph H. Griscom, Sr., Treasurer of
Anne Arundel County, and any and all persons having or claiming to have any
interest in the property described in the Bill of Complaint, having been notified
to appear and answer the Bill of Complaint by virtue of an Order of Publication
directed to the Defendants herein; and they having failed to appear thereto in the
time limited by said Order of Publication and Summons, and the Court having found
for the Plaintiffs, it is thereupon this 6th day of June, 1956, by the
Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED, that all rights of redemptions in and
to the property mentioned herein of the Defendants, Herman Kruse and Rose Kruse,
his wife, Alma Fitzgerald, Elsie Fretwell and Halbert E. Kruse, Robert S.

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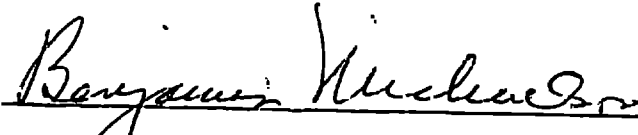
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Randolph and Laurena Randolph, his wife, Henry Kaiser, Ernest Trine and Annie E. Trine and Hester A. Garrett, Charles Vincenti and Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, and any and all persons having or claiming to have any interest in said property, be, and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiffs, in and to the following described property:

- A. Lots 44 and 45, Block 26, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, as described in Tax Sale Certificate No. 1140.
- B. Lots 14 and 15, Block 26, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, as described in Tax Sale Certificate No. 1141.
- C. Lots 13, 18, 19, 28, and 39, Block 26, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, as described in Tax Sale Certificate No. 1142.
- D. Lots 44, 45 and 46, Block 21, as shown on the Plat of Pasadena, Third Election District of Anne Arundel County, as described in Tax Sale Certificate No. 2080.
- E. Lots 25, 26, 27, 28 and 29, Block 27 and Lots 47 and 48, Block 26, As shown on the Plat of Pasadena, Third Election District of Anne Arundel County, as described in Tax Sale Certificate No. 2081.

It is further ORDERED that the Treasurer of Anne Arundel County, Collector of Taxes for the State of Maryland and Anne Arundel County, execute and deliver to William W. Everett and Roberta D. Everett, his wife, Plaintiffs in these proceedings, a Deed of Conveyance to the aforesaid parcels of land, upon payment to him for such taxes if any be due thereon, and the balance of the purchase price, if any, and it is further,

ORDERED that the Plaintiffs pay the costs of said suit in their behalf incurred:


Judge

In the Matter of the Sale of the :	In The Circuit Court
Mortgaged Real Estate :	for
of :	Anne Arundel County
Mary Edna Alexander :	In Equity
	EQUITY NO. <u>12182</u>

Mr. Clerk:

Please docket the above entitled Case, enter my appearance and file among the papers the following instrument, marked "Complainant's Exhibit No. 1."

1. Original mortgage from Mary Edna Alexander, dated June 2, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 836, Folio 389.

Frankie Wilson

Frankie Wilson, Attorney Named in Mortgage

25 Baltimore-Annapolis Boulevard, N.W.,
Glen Burnie, Maryland

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LIBER 836 PAGE 389

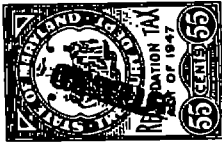
No. 12, 182 Equity

This Mortgage, Made this 2ND day of JUNE

in the year one thousand nine hundred and fifty-four between Mary Edna Alexander, unmarried

of the County of Anne Arundel, in the State of Maryland, Mortgagor, and the Maryland National Building and Loan Association, Inc., a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagor



being a member of the said body corporate

has received therefrom an advance of Two Thousand and - - - no/100 - - - - -

Dollars

on twenty shares of stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said Mortgagor - - - - -

do grant unto Maryland National Building and Loan Association, Inc.,

and its successors and assigns, all that

piece or parcel of ground situate and lying in the Third Election District Anne Arundel County ~~as present known as No.~~

and described as follows: All those lots known and designated as numbers ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, nineteen, twenty, twenty-one, twenty-two, twenty-three, twenty-four, twenty-five, twenty-six, twenty-seven, twenty-eight, twenty-nine, thirty, thirty-one, thirty-two, thirty-three, thirty-four, thirty-five, thirty-six, thirty-seven, thirty-eight, thirty-nine, forty, forty-one, forty-two and forty-three Block T, Sabrina Park, as shown on plat filed among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod Q, Plat No. 14.

ALSO lots 5, 6, 7, 56, 57 and 58, Block S, SABRINA PARK, as shown on plat above referred to,

BEING part of the ground which by deed, dated October 28, 1952, and recorded among the Land Records of Anne Arundel County in Liber JUV No. 716, folio 92, was conveyed by Joseph W. Griscom, Sr., to Frankie Wilson & Sons, Inc. AND BEING ALSO the same ground which by deed of even date herewith, and recorded simultaneously herewith, were conveyed by Frankie Wilson & Sons, Inc., to said Mary Edna Alexander, MORTGAGOR herein.

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TOGETHER with the improvements thereon; and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises, unto the said Mortgagee, its successors and assigns, ~~during the residue of the term of years yet to come and unexpired therein, with the right and benefit of annual of said term forever, subject to the payment of the year's rent of \$~~ ~~payable in equal semi-annual installments on the~~ ~~days of~~ ~~and~~ ~~in each and every year~~

IF, HOWEVER, the said Mortgagor shall make the payments and perform the covenants herein on her part contained, then this Mortgage shall be void.

AND the said Mortgagor, for herself, her heirs, executors, administrators and assigns, covenant with the said Maryland National Building and Loan Association, Inc., its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns ~~monthly~~ ~~weekly~~ the sum of one dollar cents on each of said twenty shares of stock as dues, until the combined payment of dues shall amount to One Hundred Dollars for each of said twenty shares, and also to pay weekly, the sum of Fifty cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of Two Thousand dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, water rent and taxes and all other public dues, charges, rent and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, water rent and other public dues and charges and the ground rent and insurance upon said property, the said MORTGAGOR hereby covenant ~~to pay to the said~~ ~~monthly~~ MORTGAGEE, the further sum of Five Dollars and no cents ~~weekly~~ which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance thereon, that the said MORTGAGOR will on demand pay the difference to the said MORTGAGEE, but should said sum so paid in any one year be in excess of the amount necessary to pay the said above mentioned charges and expenses upon said property, then said excess shall be credited by the said MORTGAGEE, on the fines, interest and principal due on said Mortgage debt; also to pay all fines that may be imposed on her by the said MORTGAGEE in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

AND it is agreed that until default is made the said Mortgagor, her heirs, personal representatives or assigns, shall retain possession of the mortgaged property, but upon any such default, the entire indebtedness shall become due and payable.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorize the said Mortgagee, its successors or assigns or Frankie Wilson, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Seventy-five Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, her heirs, personal representatives or assigns, or to whoever may be entitled to the same. (4) AND it is further agreed that in case the Mortgagor ceases to own, sell, transfer or dispose of the within described property, without first obtaining the assent in writing of the Mortgagee, then the unpaid balance shall immediately become due, and in default of payment, this mortgage may be foreclosed.

WITNESS the hand and seal of the said Mortgagor.

TEST:

Frankie D. Wilson
Frankie D. Wilson

Mary Edna Alexander (SEAL)
Mary Edna Alexander

(SEAL)

STATE OF MARYLAND, Anne Arundel County

SS:

I HEREBY CERTIFY, that on this 2ND day of June
 nine hundred and fifty-four before me, a
 in and for Anne Arundel County

in the year one thousand
 of the State of Maryland,
 aforesaid, personally appeared

Mary Edna Alexander

the Mortgagor named in the foregoing Mortgage, and she

acknowledged

the foregoing Mortgage to be her act. At the same time also appeared Frankie D. Wilson, Pres-
 ident Maryland National Building and Loan Association, Inc., and
 made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as therein set forth.

AS WITNESS my hand and Notarial Seal.

Frankie D. Wilson
 Frankie D. Wilson - Notary Public.

Recorded- 4 June, 1954, at 9:10 A.M.

COMPLAINANT'S EXHIBIT NO. 1

MORTGAGE

FROM

Mary Edna Alexander

TO

Maryland National Building and Loan
Association, Inc.,

lots 10 to 43, inc., Block T and lots
5-6-7 BLOCK NO. 56-57-58 Block S
Sabrina Park, 3rd Election District

Received for Record 4 June 1954at 9:10 o'clock A.M. Same day recorded inLiber 9277 No 836 Folio 389 etc.,Land Records of A.A.Co.

and examined per

JOHN H. HOPKINS, 2nd

Clerk.

Cost of Record, \$ 4.25Frankie Wilson

Attorney at Law

25 Baltimore-Annapolis Boulevard, N.W.

Glen Burnie, Maryland

The Daily Record Company, Baltimore, Md.

In the Matter of the Sale of the:

Mortgaged Real Estate :

of :

Mary Edna Alexander :

In The Circuit Court

for

Anne Arundel County

In Equity

EQUITY NO. 12,182STATEMENT OF MORTGAGEE'S CLAIM

The amount of Mortgage dated June 4, 1954 - \$2,000.00

Payments: - 513.74

Balance due on Principal of Mortgage - \$1,486.26

Interest from August, 1956 to May, 1957 - 78.00\$1,564.26

MARYLAND NATIONAL BUILDING AND LOAN ASSOCIATION, INC.

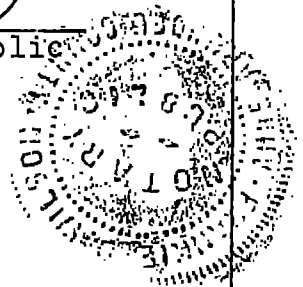
By:

Walton D. Wilson
Walton D. Wilson, President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this day of , in the
 year one thousand nine hundred and fifty-seven, before me,
 the subscriber, a Notary Public of the State of Maryland,
 in and for Anne Arundel County, personally appeared
 Walton D. Wilson, President of Maryland National Building
 and Loan Association, Inc., and made oath in due form of
 law that the matters and facts set forth in the above
 report are true to the best of his knowledge.

Frankie D. Wilson
 Frankie D. Wilson, Notary Public



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Know All Men by these Presents:

That we, (MRS.) FRANKIE WILSON, 25 Baltimore-Annapolis Boulevard, S.W. Glen Burnie, Maryland, as Principal
and AMERICAN EMPLOYERS' INSURANCE COMPANY, a corporation of
the Commonwealth of Massachusetts, Boston, Mass., as Surety are held and
firmly bound unto the State of Maryland in the full and just sum of Two Thousand & No/100
(\$2,000.00)

Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be
made and done, we bind ourselves, and each of us, our, and each of our Heirs, Exccntors and Admin-
istrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this
3rd day of June in the year nineteen hundred and
fifty-seven

WHEREAS, the above bounden (MRS.) FRANKIE WILSON

by virtue of the power contained in a mortgage from Mary Edna Alexander to
Maryland National Building & Loan, Inc.

bearing date the 2nd day of June nineteen hundred and fifty-four
and recorded among the Mortgage Records of Baltimore County in Liber JHH No. 836
Folio 389 and

is about to sell the land and premises described in said mortgage, default having been made in the
payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH:

That if the above bounden (MRS.) FRANKIE WILSON

do and shall well and truly and faithfully perform the trust reposed in her under
the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by
any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then
the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered }

in the presence of }

Walter D. Wilson

Doris E. Siffert
Doris E. Siffert

FILED

1957 JUN -7 PM 1:40

7

Frankie Wilson (SEAL)
(Mrs.) Frankie Wilson

AMERICAN EMPLOYERS' INSURANCE COMPANY

By: E. J. Blakely, Jr. (SEAL)

E. J. Blakely, Jr., Attorney-in-Fact

Bond approved this 7th day of May, 1957
George T. Cromwell, Clerk

Frankie Wilson, Attorney
25 Baltimore-Annapolis Boulevard, N.W., Glen Burnie, Md.

EQUITY NO. 12,182

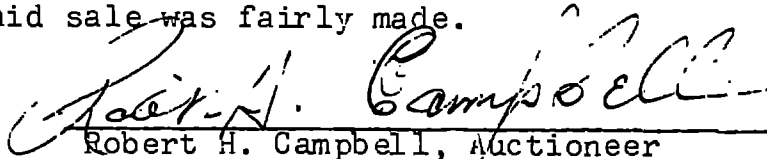
Mortgage Sale of Fee Simple Property of MARY EDNA ALEXANDER,
East side Jumpers Hole Road, near county road leading to
Ritchie Highway, Third Election District, Anne Arundel
County, in the State of Maryland, on Friday, June 28,
1957 at 3:00 P.M.

I HEREBY CERTIFY That sale of 34 Lots (Numbers 10 to 43,
inclusive) Block T, Sabrina Park, as described in mortgage
from Mary Edna Alexander to Maryland National Building &
Loan Association, Inc., recorded among the Land Records of
Anne Arundel County in Liber JHH 836, Folio 389, has this
28th day of June, 1957, been sold by me at public auction to

Frankie Wilson & Sons, Inc.,

for the sum of Sixteen Hundred Fifty - - - \$1650.00) - - -

Dollars, and that said sale was fairly made.


Robert H. Campbell, Auctioneer

8
FILED

1957 JUL -1 PM 2:36

Frankie Wilson, Attorney
25 Baltimore-Annapolis Boulevard, N.W., Glen Burnie, Md.
Equity No. 12,182

June 28, 1957

PURCHASERS AGREEMENT

That X (we) Frankie Wilson & Sons, Inc.

purchasers of 34 Lots (Numbers 10 to 43, inclusive) Block T, Sabrina Park, Unimproved, on East side Jumpers Hole Road, near county road leading to Ritchie Highway, Third Election District, Anne Arundel County, as described in mortgage dated June 2, 1954, and recorded among the Land Records of Anne Arundel County in Liber JHH 836, Folio 389, this 28th day of June, 1957, sold at public auction at the premises, at and for the sum of Sixteen Hundred Fifty - - - - Dollars, the sum of Five Hundred Dollars (\$500.00) being paid in accordance with the terms of sale, and the purchaser to pay the remainder upon ratification by the Circuit Court for Anne Arundel County, with 6% interest from date of sale, and adjustment of taxes, and other expenses to date of sale, together with documentary stamps.

AS witness our hands and seals the day and year above written.

WITNESS:

Vivian D. Schaumböckel
Vivian D. Schaumböckel

Frankie Wilson & Sons, Inc., (SEAL)

By Walton D. Wilson (SEAL)
Walton D. Wilson, V. President

FILED

1957 JUL -1 PM 2:36

9

In The Matter of Sale of the
Mortgaged Real Estate
of

Mary Edna Alexander.

:

In The

:

Circuit Court for Anne Arundel County

:

Equity No. 12,182

:

AFFIDAVIT AS TO MILITARY SERVICE
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this 1st day of July, 1957, before me, the
subscriber, a Notary Public of the State of Maryland, in and for the County
of Anne Arundel, personally appeared Frankie Wilson, Attorney named in the
Mortgage, who made oath in due form of law that Mary Edna Alexander is not
in the Armed Services of the United States of America, as defined by the
Soldiers and Sailors Act.

AS WITNESS my hand and Notarial Seal.



Vivian D. Schaumloeffel
Vivian D. Schaumloeffel, Notary Public

FILED
1957 JUL -1 PM 2:36

In The Matter of Sale of the
Mortgaged Real Estate of

Mary Edna Alexander

:

In The

: Circuit Court for Anne Arundel County

: Equity No. 12,182

- - - - -

REPORT OF SALE

To The Honorable, the Judges of Said Court:

The report of Frankie Wilson, Attorney named in Mortgage to make sale of the property mentioned herein, respectfully shows:

1. That after giving bond with approved security, and after giving notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a weekly newspaper published in Anne Arundel County for four consecutive weeks before the sale, she did, pursuant to said notice at the time and location of said property on June 28, 1957, at 3:00 p.m. o'clock, standard day-light time, then and there proceeded to sell said property, as follows:

All those lots known and designated as numbers 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42 and 43, Block T, SABRINA PARK, as shown on plat filed among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod Q, Plat 14, and lots 5, 6, 7, 56, 57 and 58, Block S SABRINA PARK, as shown on said plat.

SAVING and excepting lots 5, 6, 7, 56, 57 and 58, Block S SABRINA Park, which were released from aforesaid mortgage and recorded among the aforesaid Land Records in Liber GTC 1041, folio 590.

Which said lots are unimproved. Said mortgage is recorded among the Land Records of Anne Arundel County in Liber JHH No. 836, folio 389.

That said property was sold to Frankie Wilson & Sons, Inc., a body corporate, at and for the sum of Sixteen Hundred and Fifty Dollars (\$1650.00) it being then and there the highest bid for said property.

AND the said Attorney files herewith purchaser's agreement and auctioneer's certificate, both of which are respectfully submitted.

And as in duty bound, etc.

Frankie Wilson

Frankie Wilson, Attorney named in the Mortgage.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

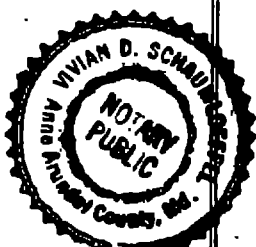
I HEREBY CERTIFY, That on this 1st day of July, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, attorney named in the Mortgage above referred to, and made oath in due form of law as to the above recited facts and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Vivian D. Schaumlöffel
Vivian D. Schaumlöffel, Notary Public

11

1957 JUL -1 PM 2:36
FILED



LIBER 105 PAGE 558
ORDER NISI

In the Matter of Sale of the
Mortgaged Real Estate of
XXXXX
Mary Edna Alexander

IN THE
CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

No. 12,182 Equity

Ordered, this 1st day of July, 1957, That the sale of the
property in these proceedings mentioned
made and reported by Frankie Wilson, Attorney named in the Mortgage
XXXXXX

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th
day of August next; Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 12th
day of August next.

The report states that the amount of sales was \$ 1650.00

FILED 1957
Jul 1, PM 3:00

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

In the Matter of Sale of the
Mortgaged Real Estate of
XXXXX
Mary Edna Alexander

IN THE
CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of August, 1957,
that the sale made and reported by the ~~Attorney~~ aforesaid, be and the same is hereby Ratified and Confirmed
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order
Nisi, passed in said cause; and the ~~Attorney~~ allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

FILED
1957 AUG 13 PM 3:20

Benjamin Nicholas, Judge.

12

FRANKIE WILSON, Attorney
25 Baltimore-Annapolis Blvd., N. W.
Glen Burnie, Md.

Mortgage Sale OF VALUABLE FEE SIMPLE PROPERTY UNIMPROVED

Under and by virtue of the power and authority contained in a mortgage from Mary Edna Alexander, dated June 2, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 830, folio 830, (default having occurred thereunder), the undersigned attorney named in the mortgage will sell at public auction on the premises, East side Jumpers Hole Road, near county road leading to Ritchie Highway, Third Election District, Anne Arundel County, in the State of Maryland, on

Friday, June 28, 1957
At 3:00 P.M.

Lots 10 to 43, inclusive, Block T, Sabrina Park, Unimproved, described as follows:

All those lots known and designated as numbers 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42 and 43, Block T, of Sabrina Park, as shown on plat filed among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod Q, Plat 14. Also lots 5, 6, 7, 56, 57 and 58, Block S, Sabrina Park, as shown on plat above referred to.

Being part of the ground which by deed, dated October 23, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 716, folio 92, was conveyed by Joseph H. Griscom, Sr., to Frankie Wilson & Sons, Inc. And being also the same ground which by deed of even date herewith, and recorded simultaneously herewith, were conveyed by Frankie Wilson & Sons, Inc., to said Mary Alexander, Mortgagor herein.

SAVING AND EXPECTING the following conveyances: Fee Simple Deed from Frankie Wilson & Sons, Inc. to Mary Edna Alexander, recorded among the Land Records of Anne Arundel County in Liber J.H.H. 830, folio 837, dated June 2, 1953. And Deed of Partial Release from Maryland National Building & Loan Association to Mary Edna Alexander, covering Lots 5, 6, 7, 56, 57, 58, Block S, Sabrina Park, dated June 25, 1950, and recorded among the aforesaid Land Records in Liber GTC 1041, folio 590.

TERMS OF SALE: A deposit of five hundred dollars (\$500.00) to be paid at time of sale, balance of purchase money to be paid upon final ratification of sale by the Circuit Court for Anne Arundel County, or all cash at time of sale, at the option of purchaser, deferred payment to bear six per cent (6%) interest from date of sale, taxes and other charges to be adjusted in date of sale. Costs of conveyancing and revenue stamps on deed to be borne by the purchaser. Attorney reserves the right to reject any or all bids.

FRANKIE WILSON
Attorney named in Mortgage
ROBERT H. CAMPBELL, Auctioneer
Jn-27

LIBER 105 PAGE 559 OFFICE OF

Maryland Gazette

Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 12, 1957

We hereby certify, that the annexed

Mortgage Sale

Mary Edna Alexander
was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for 4

successive weeks before the 28th

day of June, 1957. The first

insertion being made the 6th day of

June, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

57 JUL 12 PM 3:38

T. Tilghman

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION**Order Nisi**

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,182 Equity
In The Matter Of Sale Of The Mort-
gaged Real Estate Of MARY EDNA
ALEXANDER

Ordered, this 1st day of July, 1957,
That the sale of the property in these
proceedings mentioned made and re-
ported by Frankie Wilson, Attorney
named in the Mortgage BE RATIFIED
AND CONFIRMED, unless cause to
the contrary thereof be shown on or
before the 12th day of August next;
Provided, a copy of this Order be in-
serted in some newspaper published in
Anne Arundel County, once in each of
three successive weeks before the 12th
day of August next.

The report states that the amount
of sale was \$1,650.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

JY-26

Annapolis, Md., July 30, 1957

We hereby certify, that the annexed

Order Nisi SaleEq. 12,182Mary Edna Alexander

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4

successive weeks before the 12th

day of August, 1957. The first

insertion being made the 3rd day of

July, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By

H. T. Thomas**FILED**

No. 1957-12487 AM 10:17

13

In the Case of

In the Matter of the Sale
of the

VS.

Mortgaged Real Estate

of

Mary Edna Alexander

In the
Circuit Court

For

Anne Arundel County

No. 12,182

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

August 22, 1957

All of which is respectfully submitted.

Laura R. Jackling
Auditor.

FILED
1957 AUG 26 PM 12:34

Dr.

in ac.

In the Matter of the Sale of the Mortgaged Real Estate of
Mary Edna Alexander

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	81	75	156	75
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	51	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
American Employers' Ins. Co. -bond premium	10	00		
Robert H. Campbell - auctioneer's fee	25	00		
Vivian D. Schaumloeffel - notary fee	50		100	74
To Maryland National Building & Loan Ass'n., Inc., mortgagee - this balance on account mortgage claim	1,351	11	1,351	11
			1,660	10
Amount of mortgage claim filed	1,564	26		
Cr. Amount allowed above	1,351	11		
Balance subject to decree in personam	213	15		

15

with

Frankie Wilson, Attorney named in Mortgage

Cr.

1957

June

28

Proceeds of Sale

1,650 00

1,650 00

Refund 1957 State and County taxes-
adjusted to 6/28/57

10 10

10 10

1,660 10

16

In the Matter of the Sale
of the
VERSUS
Mortgaged Real Estate
of
Mary Edna Alexander

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,182

Equity.

ORDERED, This 26 day of August, 1957, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 30
day of September next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
30 day of September next.

George T. Cromwell, Clerk
Filed 26 Aug, 1957, at 12:34 P.M.
In the Circuit Court for Anne Arundel County,

ORDERED BY THE COURT, this 26th day of October, 1957, that the
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown, and that the ~~proceeds~~ apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

Benjamin Nicholson
Judge

FILED

1957 OCT 26 AM 11:49

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,182, Equity
IN THE MATTER OF THE SALE OF
THE MORTGAGED REAL ESTATE
OF MARY EDNA ALEXANDER
Ordered, this 26th day of August,
1957, That the Report and Account of
the Auditor, filed this day in the above
entitled cause, BE RATIFIED AND
CONFIRMED, unless cause to the con-
trary be shown on or before the 30th
day of September next; Provided, a
copy of this Order be inserted in some
newspaper published in Anne Arundel
County, once in each of three successive
weeks before the 30th day of Septem-
ber next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk

8-12

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 23, 1957

We hereby certify, that the annexed

Order Nisi, Eq. 12,182
Auditor account

Mary Edna Alexander
was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 3

successive weeks before the 30th
day of September, 1957. The first
insertion being made the 29th day of
August, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M1957-06728 PM 1:59

18

IN THE MATTER OF THE SALE OF : EQUITY NO.
 THE MORTGAGED REAL ESTATE OF : IN THE CIRCUIT COURT
 JOHN WESLEY EADS and : FOR
 MILDRED EADS, his wife : ANNE ARUNDEL COUNTY

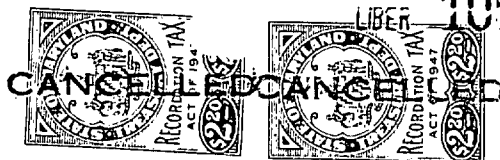
. . . no. 12,213 Equity
 17-53

Mr. Clerk:

Please docket this case and file the original mortgage, statement of mortgage debt and Military Affidavit.

George E. Rullman
 George E. Rullman
 Attorney named in Mortgage

FILED
 1957 JUN 27 AM 9:57

**This Mortgage,**

Made this

14th

day of

May

, in the year one

thousand, nine hundred and fifty-six, Between JOHN WESLEY EADS and
MILDRED EADS, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagor S, and FIRST
 FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, a body corporate, duly incorporated, Mort-
 gagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an ad-
 vance in the sum of Four Thousand and no/100 - - - - - Dollars,
 being part of the purchase money for the property hereinafter described; and

WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with in-
 terest thereon from the date hereof at the rate of Six per cent. (6%) per annum in the manner
 following:

By the payment of Forty-four and no/100 - - - - - Dollars
 on or before the first day of each and every month from the date hereof, commencing on the first day of
June, 1956, and continuing until the whole of said principal sum and interest shall be paid, which
 interest shall be computed by the calendar month, and the said installment payments may be applied by the
 Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent,
 assessments or public charges of every nature and description, ground rent, fire and tornado insurance pre-
 miums and other charges affecting the hereinafter described premises, and (3) towards the payments of the
 aforesaid principal sum, or in any other way Mortgagee may elect.

It is hereby understood and agreed by the parties hereto that should there be any remaining balance due
 on said principal debt at the expiration of Fifteen years from the date hereof, said balance shall then
 become due and payable.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the
 sum of one dollar, the said Mortgagors

do hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LOAN ASSOCIATION
 of ANNAPOLIS, its successors and assigns in fee simple ;

ALL that lot or parcel of ground situate, lying and being in the Sixth
 Election District (formerly Second) of Anne Arundel County, Maryland, and
 described as follows:

BEING the north one-half of the residue of the south end of the property
 conveyed to William E. Dorsey by Rachel A. Dorsey, by her deed bearing date
 the 11th day of June, 1931, recorded F.S.R. 89, folio 33, etc., said whole
 residue lying and being between the 10-foot right-of-way adjoining the south

FILED
 1957 JUN 27 AM 9:57

side of the property conveyed to Rudolph W. Hall and wife by William E. Dorsey and Agnes Dorsey, his wife, by their deed dated the 8th day of December, 1944, and duly recorded J.H.H. No. 319, folio 360, and the property conveyed to Emma Eads and John W. Kent by the County Commissioners of Anne Arundel County by deed dated June 30th, 1942, and recorded J.H.H. No. 262, folio 233, etc., the lot hereby intended to be conveyed having a width (east and west) of 90 feet more or less, and a depth (north and south) of 85 feet more or less; reserving, nevertheless, a ten-foot wide right-of-way along the west end of the lot hereby conveyed, for the use in common of John Wesley Eads, the said Emma Eads and John W. Kent or their assigns, and Robert Henry Eads, as an outlet for their properties to and over the ten-foot right-of-way reserved from the said Hall deed or conveyance along the south side of said Hall conveyance, to the end that they and each of them or their respective assigns may have and enjoy an outlet to the Camp Parole Road over the nine-foot right-of-way to the said Road, mentioned and set out in deed from James M. Munroe, Trustee, to the said William E. Dorsey, recorded W.N.W. No. 79, folio 222.

BEING the identical property which was conveyed to John Wesley Eads by William E. Dorsey and Agnes Dorsey, his wife, by deed dated July 2nd, 1945 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 332, folio 458.

Together with the buildings and improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns.

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payment of the principal and interest on the said mortgage, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien therein, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added

to the principal debt named herein and bear interest at the rate of Six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors,

their heirs personal representatives and assigns to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of

the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same

be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said

Mortgagors covenant with the said Mortgagee to pay Six per cent. (6%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood by the Mortgagors herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for GEORGE E. RULLMAN, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of \$50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, themselves, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said Mortgagors, for themselves, their heirs, personal representatives and assigns do hereby covenant that immediately upon the first insertion of the notice of sales as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagors, for themselves, their heirs, personal representatives, or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its attorney or agents, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commissions, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

The said Mortgagors covenant that they will warrant specially the title to the property here conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

Witness:

Carolyn A. Whittaker
Carolyn A. Whittaker

John Wesley Eads (SEAL)
John Wesley Eads (SEAL)
Mildred Eads (SEAL)
Mildred Eads (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit

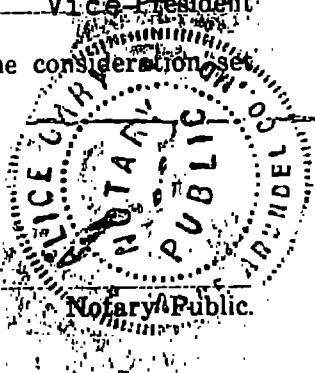
LIBER 1027 PAGE 42

I HEREBY CERTIFY that on this 14th day of May, 1956, before me the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared JOHN WESLEY EADS and MILDRED EADS, his wife,

the Mortgagors named in the foregoing Mortgage, and acknowledged the foregoing Mortgage to be their act. At the same time also appeared George E. Rullman, Vice President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Alice Gary
~~Barbara Ann Jones~~
Alice Gary



Rec'd for record May 15, 1956, at 2:20 P.M.
Mailed to George E. Rullman

MORTGAGE

FROM

JOHN WESLEY EADS and

MILDRED EADS, his wife

TO

FIRST
FEDERAL SAVINGS and LOAN
ASSOCIATION
OF
ANNAPOLIS

Received for Record
at 10:30 o'clock May 15, 1956
in Liber 1027 Folio 39
etc., one of the Land Records
County, and examined per
Clerk.

Cost of Record, \$ 7.75

GEORGE E. RULLMAN
ATTORNEY-AT-LAW
Lee Building
Annapolis, Maryland

2-4-56

IN THE MATTER OF THE SALE OF : EQUITY NO. 12,213 *Equity*
 THE MORTGAGED REAL ESTATE OF : IN THE CIRCUIT COURT
 JOHN WESLEY EADS and : FOR
 MILDRED EADS, his wife : ANNE ARUNDEL COUNTY

...

STATEMENT OF MORTGAGE DEBT

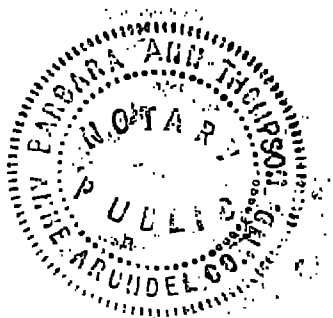
Balance due on Principal.....	\$4153.86
Interest through July 31st.....	20.77
	<u>4174.63</u>
Less expense account.....	<u>67.00</u>
TOTAL	\$4107.63

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I hereby certify that on this 26th day of June, 1957, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary-Treasurer of First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the above statement is correct to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

Barbara Ann Thompson
 Barbara Ann Thompson, Notary Public



FILED

1957 JUN 27 AM 9:57

IN THE MATTER OF THE SALE OF : EQUITY NO. 12, 213 *Equity*
 THE MORTGAGED REAL ESTATE OF : IN THE CIRCUIT COURT
 JOHN WESLEY EADS and : FOR
 MILDRED EADS, his wife : ANNE ARUNDEL COUNTY

. . .

AFFIDAVIT

In compliance with the Soldiers and sailors Civil Relief Act of Congress, October, 1940, and the Soldiers and Sailors Civil Relief Act, Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

George E. Rullman, being first duly sworn, on oath deposes and says that he is the duly authorized agent of First Federal Savings and Loan Association of Annapolis, the plaintiff in the above entitled cause, and makes this affidavit in its behalf.

Affiant states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act of Congress, Oct. 1940, and the Soldiers and Sailors Civil Relief Act, Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition, that on behalf of the plaintiff, careful investigation has been made to ascertain whether or not the above named defendants are in the military service of the United States, that is to say, said defendants are not members of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, and are not officers of the Public Health Service, detailed by proper authority for duty with any of the branches aforesaid, nor are said defendants under training or education under the supervision of the United States preliminary to induction into the military service, but are employed as civilians and not subject to the aforesaid.

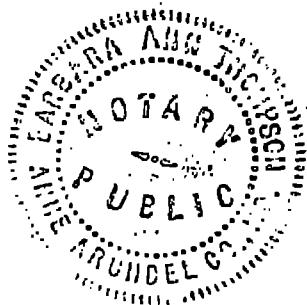
George E. Rullman
 Attorney and Agent - Affiant

SUBSCRIBED and SWORN TO before me this 26th day of June, 1957.

Barbara Ann Thompson
 Barbara Ann Thompson, Notary Public

FILED

1957 JUN 27 AM 9:57



KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, State of Maryland, - - - - -

as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand Five Hundred (\$4,500.00) - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 15th - - - - - day of July, - - - - -, in the year of our Lord 1957.

WHEREAS, the above bounden George E. Rullman, - - - - -

by virtue of the power contained in a mortgage from John Wesley Eads and Mildred Eads, his wife, - - - - - of Annapolis, - - - - - to First Federal Savings and Loan Association bearing date the 14th day of May, 1956, - - - - - and recorded among the Land records of Anne Arundel County - - - - - in Liber G.T.C. No. 1027 Folio 39 and

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman - - - - -

do and shall well and truly and faithfully perform the trust reposed in him - - - - - under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden George E. Rullman - - - - -

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered
in the Presence of

Janet Schnoor
Janet Schnoor

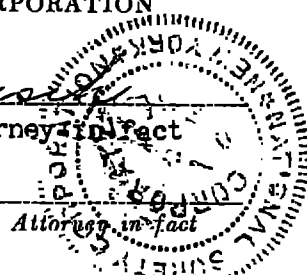
George E. Rullman [SEAL]
George E. Rullman

[SEAL]

As to Surety

Estelle M. Fiedler
Estelle M. Fiedler

NATIONAL SURETY CORPORATION
By Rose M. Bausch Attorney in fact
Rose M. Bausch Attorney in fact



Bond approved this 18th day
of July, 1957

George T. Cromwell, Clerk

FILED

1957 JUL 18 PM 2:34

PUBLIC SALE

LIBER 105 PAGE 574

OF VALUABLE

Residence Property

SITUATE, LYING AND BEING IN THE SIXTH ELECTION DISTRICT OF
ANNE ARUNDEL COUNTY, MARYLAND

Being Known and Designated as "17 Lee Street," Improved By a Stucco Dwelling
Containing Four Rooms and Bath

UNDER and by virtue of the power of sale contained in a mortgage from John Wesley Eads and Mildred Eads, his wife, dated May 14, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC 1027, folio 39, the undersigned attorney named in said mortgage is to make sale of property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, JULY 30th, 1957

AT 11:30 O'CLOCK A. M.

the following described property, namely:

ALL that lot or parcel of ground situate, lying and being in the Sixth Election District (formerly Second) of Anne Arundel County, Maryland, and described as follows:

BEING the north one-half of the residue of the south end of the property conveyed to William E. Dorsey by Rachel A. Dorsey, by her deed bearing date the 11th day of June, 1931, recorded F.S.R. 89, folio 33, etc., said whole residue lying and being between the 10-foot right-of-way adjoining the south side of the property conveyed to Rudolph W. Hall and wife by William E. Dorsey and Agnes Dorsey, his wife, by their deed dated the 8th day of December, 1944, and duly recorded J. H.H. No. 319, folio 360, and the property conveyed to Emma Eads and John W. Kent by the County Commissioners of Anne Arundel County by deed dated June 30th, 1942, and recorded J.H.H. No. 262, folio 233, etc., the lot hereby intended to be conveyed having a width (east and west) of 90 feet more or less, and a depth (north and south) of 85 feet more or less; reserving, nevertheless, a ten-foot wide right-of-way along the west end of the lot hereby conveyed, for the use in common of John Wesley Eads, the said Emma Eads and John W. Kent or their assigns, and Robert Henry Eads, as an outlet for their properties to and over the ten-foot right-of-way reserved from the said Hall deed or conveyance along the south side of said Hall conveyance, to the end that they and each of them or their respective assigns may have and enjoy an outlet to the Camp Parole Road over the nine-foot right-of-way to the said Road, mentioned and set out in deed from James M. Munroe, Trustee, to the said William E. Dorsey, recorded W.N.W. No. 79, folio 222.

BEING the identical property which was conveyed to John Wesley Eads by William E. Dorsey and Agnes Dorsey, his wife, by deed dated July 2, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 332, folio 458.

TERMS OF SALE: A deposit of ten per cent (10%) of the high bid at the sale will be required of the purchaser or purchasers on the day of the sale, balance of purchase money with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

GEORGE E. RULLMAN,

FILED

Attorney Named in Mortgage,

Lee Building, Annapolis, Maryland

1957 JUL 31 AM 9:54

PURCHASER'S CERTIFICATE

I hereby certify that representing the Mortgagee, First Federal Savings and Loan Association of Annapolis, I did purchase at Public Auction at and for the sum of Three Thousand Five Hundred Dollars (\$3,500.00) the property described on the reverse side hereof and my principal agrees to comply with the terms of sale as expressed on the reverse side hereof.

Witness my hand and seal.

Test:

Barbara Ann Thompson
Barbara Ann Thompson

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
OF ANNAPOLIS

By John M. Thomas (SEAL)
John M. Thomas, Vice-President

AUCTIONEER'S CERTIFICATE

I hereby certify that I did sell at Public Auction, the property described on the reverse hereof on this 30th day of July, 1957 to First Federal Savings and Loan Association of Annapolis at and for the sum of Three Thousand Five Hundred Dollars (\$3,500.00). It being then and there and being the highest bidder therefore.

[Signature]
Auctioneer

FILED

1957 JUL 31 AM 9:54

IN THE MATTER OF THE SALE OF ^{LIBER} 105 PAGE 576 EQUITY NO. 12,213
 THE MORTGAGED REAL ESTATE OF : IN THE CIRCUIT COURT
 JOHN WESLEY EADS and : FOR
 MILDRED EADS, his wife : ANNE ARUNDEL COUNTY

: : :

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Attorney named in the mortgage filed in these proceedings, respectfully shows:-

That under and by virtue of the power of sale contained in a mortgage from John Wesley Eads and Mildred Eads, his wife, dated May 14, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC 1027, folio 39, to make sale of the property therein described, in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, July 30, 1957, at eleven-thirty o'clock a.m., and then and there sold the property to First Federal Savings and Loan Association of Annapolis, at and for the sum of Three Thousand Five Hundred Dollars (\$3,500.00), it then and there being the highest bidder therefor, which property is as follows:-

ALL that lot or parcel of ground situate, lying and being in the Sixth Election District (formerly Second) of Anne Arundel County, Maryland, and described as follows:

BEING the north one-half of the residue of the south end of the property conveyed to William E. Dorsey by Rachel A. Dorsey, by her deed bearing date the 11th day of June, 1931, recorded F.S.R. 89, folio 33, etc.,

1957 JUL 31 AM 9:54

FILED

said whole residue lying and being between the 10-foot right-of-way adjoining the south side of the property conveyed to Rudolph W. Hall and wife by William E. Dorsey and Agnes Dorsey, his wife, by their deed dated the 8th day of December, 1944, and duly recorded J.H.H. No. 319, folio 360, and the property conveyed to Emma Eads and John W. Kent by the County Commissioners of Anne Arundel County by deed dated June 30th, 1942, and recorded J.H.H. No. 262, folio 233, etc., the lot hereby intended to be conveyed having a width (east and west) of 90 feet more or less, and a depth (north and south) of 85 feet more or less; reserving, nevertheless, a ten-foot wide right-of-way along the west end of the lot hereby conveyed, for the use in common of John Wesley Eads, the said Emma Eads and John W. Kent or their assigns, and Robert Henry Eads, as an outlet for their properties to and over the ten-foot right-of-way reserved from the said Hall deed or conveyance along the south side of said Hall conveyance, to the end that they and each of them or their respective assigns may have and enjoy an outlet to the Camp Parole Road over the nine-foot right-of-way to the said Road, mentioned and set out in deed from James M. Munroe, Trustee, to the said William E. Dorsey, recorded W.N.W. No. 79, folio 222.

BEING the identical property which was conveyed to John Wesley Eads by William E. Dorsey and Agnes Dorsey, his wife, by deed dated July 2, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 332, folio 458.

Said property being improved by a stucco dwelling containing four rooms and bath.

AND the said Attorney further reports that he has received from the said purchaser the deposit as required by the terms of said sale, and has also received the purchaser's agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A deposit of ten per cent (10%) of the high bid at the sale will be required of the purchaser or purchasers on the day of the sale, balance of purchase money with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

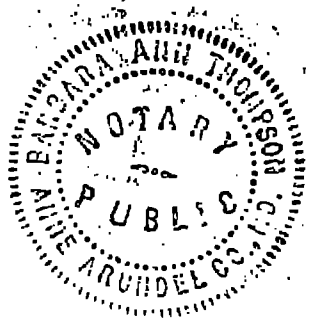
Respectfully submitted,

George E. Rullman
George E. Rullman, Attorney
named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:-

I hereby certify that on this 3/5th day of July, 1957, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial Seal.



Barbara Ann Thompson
Barbara Ann Thompson, Notary Public

LIBER 105 PAGE 579
ORDER NISI

IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF

~~XXXXXX~~

JOHN WESLEY EADS and
MILDRED EADS, his wife

IN THE
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,213 Equity

Ordered, this 31 day of July, 1957, That the sale of the
Property in these proceedings mentioned,
made and reported by George E. Rullman, Attorney named in Mortgage
~~Trust~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3
day of September next: Provided, a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the 3
day of September next.

was

The report states that the amount of sales ~~XXXXXX~~ 3,500.00

filed 1957
July 31 AM 9:54
True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF

~~XXXXXX~~

JOHN WESLEY EADS and
MILDRED EADS, his wife

IN THE
CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of September, 1957,
that the sale made and reported by the ~~Trust~~ *attorney* afforesaid, be and the same ~~is~~ *is* hereby Ratified and Confirmed,
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order
Nisi, passed in said cause; and the ~~Trust~~ *attorney* allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

FILED

1957 SEP -5 PM 3:25

Benjamin Michaelson
Judge

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

No. E.C. 12948 1957 SEP -5 AM 9:34

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of XS
John Wesley Eads
and
Mildred Eads, his wife

**In the
Circuit Court**

For

Anne Arundel County

No. 12,213 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from then she has stated the within account.

.....September 13, 1957.....

All of which is respectfully submitted.

Laura R. Jakubiec
Auditor.

FILED
1957 SEP 18 AM 11:13

15

Dr.

in ac.

In the Matter of the Sale of the Mortgaged Real Estate of
John Wesley Eads and Mildred Eads, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	135	00	185	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	43	14		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	12	15		
National Surety Corp. - bond premium	18	00		
George W. Scible - auctioneer's fee	15	00		
One-half Federal documentary stamps	1	92		
One-half State documentary stamps	1	93		
Barbara A. Thompson - notary fees	1	50	107	64
To Attorney for Taxes, viz:				
1957 State and County taxes (adj. 7/30/57)	21	35		
1957 Annapolis City taxes (adj. 7/30/57)	2	90	24	25
To First Federal Savings & Loan Ass'n of Annapolis, mortgagee - this balance on account mortgage claim	3,131	61	3,131	61
			3,500	00
Amount of mortgage claim filed	4,107	63		
Cr. Amount allowed above	3,131	61		
Balance subject to decree in personam	976	02		

with

George E. Rullman, Attorney named in Mortgage Cr.

[illegible]

ORDER NISI

LIBER 105 PAGE 584

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

In the Matter of the Sale of the
Mortgaged Real Estate of

~~VERSUS~~

John Wesley Eads

and

Mildred Eads, his wife

No. 12,213

Equity.

ORDERED, This 18th day of September, 1957, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 21st
day of October next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
21st day of October next.

George T. Connell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 26th day of October, 1957, that the
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown, and that the proceeds apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

Benjamin M. ...
Judge

FILED

1957 OCT 26 AM 11:49

19

IN THE MATTER OF THE SALE OF : EQUITY NO. 12,213
 THE MORTGAGED REAL ESTATE OF : IN THE CIRCUIT COURT
 JOHN WESLEY EADS and : FOR
 MILDRED EADS, his wife, : ANNE ARUNDEL COUNTY
 17 Lee Street, Annapolis, Md. : : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of First Federal Savings and Loan
 Association of Annapolis, a Federal Corporation, by George E.

Rullman its Attorney respectfully represents:


First: That on the 30th day of July, 1957, your Petitioner
 became the purchaser of the mortgaged premises mentioned in the pro-
 ceedings in the above cause which were sold under a Power of Sale
 contained in a mortgage filed in these proceedings.

Second: That the said sale has been duly reported to,
 and finally ratified and confirmed by this Court.

Third: That John Wesley Eads and Mildred Eads, his wife,
 the Mortgagors in the above cause, remain on the said property and
 dwelling and refuse to give up the same, although possession has been
 demanded by your Petitioner on several occasions.

NOW, THEREFORE, your Petitioner prays that an ORDER may
 be passed by this Honorable Court requiring the said John Wesley Eads
 and Mildred Eads, his wife, to give and deliver up to your Petitioner
 full possession of the mortgaged premises mentioned in the proceeding
 in this Court and sold in accordance with a Power of Sale contained
 in said mortgage.

AND, AS IN DUTY BOUND, ETC.


 George E. Rullman,
 Attorney for Petitioner

FILED

1957 OCT -4 AM 9:37

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:-

I hereby certify that on this 4th day of October, 1957, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Solicitor for First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the matters and facts in the foregoing Petition are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Barbara Ann Thompson
Barbara Ann Thompson, Notary Public

ORDER

Ordered, this 4th day of October, 1957, by the Circuit Court for Anne Arundel County, sitting in Equity, upon the foregoing petition and affidavit, that John Wesley Eads and Mildred Eads, his wife, the above named Mortgagors, on being served with a certified copy of this order, deliver up to the said First Federal Savings and Loan Association of Annapolis, the mortgaged premises mentioned and described in the proceedings in this cause, and sold by George E. Rullman, Attorney named in the Mortgage, to First Federal Savings and Loan Association of Annapolis in accordance with the Power of Sale in said mortgage; unless good cause to the contrary is shown by the said Mortgagors, on or before the 21st day of October, 1957.

Benjamin Michaelson
JUDGE

It appearing to the Court that a certified copy of the within Petition and Order was served on the Mortgagors, John Wesley Eads and Mildred Eads, his wife, and no good cause to the contrary to be shown, although the time in said order for showing cause has elapsed, it is ordered this _____ day of _____, that the within Order be made absolute, and that a writ in the nature of habere facias possessioneum issue in accordance with the prayer of the Petitioner.

Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,213 Equity
In the Matter of the Sale of the
Mortgaged Real Estate of
JOHN WESLEY EADS and
MILDRED EADS, his wife
Ordered, this 18th day of Sep-
tember, 1957, That the Report and
Account of the Auditor, filed this
day in the above entitled cause
BE RATIFIED AND CONFIRM-
ED, unless cause to the contrary
be shown on or before the 21st
day of October next; Provided, a
copy of this Order be inserted in
some newspaper published in
Anne Arundel County, once in
each of three successive weeks
before the 21st day of October
next.
GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
O-4

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 25, 1957

We hereby certify, that the annexed

Order Nisi, Eq. 12,213
Auditor account.

John Wesley Eads
was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 3
successive weeks before the 21st
day of October, 1957. The first
insertion being made the 20th day of
September, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. E.C. 1057 OCT 25 PM 1:59

22

CANTON PULASKI POLISH BUILDING
ASSOCIATION OF BALTIMORE CITY, a body
corporate, Address 3201 Elliott St.,
Canton, Baltimore 24, Md.,

vs

WILLIAM P. BEVAN and
MILDRED SINCLAIR BEVAN, his wife.
Address P. O. Box 60, Route 3,
Green Haven, Anne Arundel County, Md.

17-15

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY,

In Equity.

No. 12,142 -

Order to Docket Foreclosure Suit.

Mr. Clerk,

Please docket suit on the attached mortgage from William P. Bevan and Mildred Sinclair Bevan, his wife, to Canton Pulaski Polish Building Association of Baltimore City, dated June 8, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1035, folio 196; said mortgage being now in default; and said mortgage being the within cause of action.

Joseph L. Leitzer
(Joseph L. Leitzer)

Charles F. Rechner, Jr.
(Charles F. Rechner, Jr.)

Solicitors for Complainant.

FILED
1957 MAY -4 PM 12:06

LIBER 1035 PAGE 196

This Mortgage, Made this 8th day of June, 1956

in the year one thousand nine hundred and fifty-six, between William P. Bevan and Mildred Sinclair Bevan, his wife,

of the Anne Arundel County, , in the State of Maryland, Mortgagors , and the Canton Pulaski Polish Building Association of Baltimore City,

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said mortgagors,

being members of the said body corporate ,

have received therefrom an advance of Three Thousand and 00/100----

Dollars (\$3,000.00)-----

on thirty (30)-----

shares of stock, the due execution of this Mortgage

having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said mortgagors

do grant unto the said mortgagee,

and its successors and assigns, all those lots,

pieces or parcels of ground situate and lying in the Anne Arundel County, State of Maryland,

at present known as

and described as follows: Being lots Numbered Twenty-Four (No. 24), Twenty-Five (No. 25), Twenty-Six (No. 26), Twenty-Seven (No. 27), Twenty-Eight (No. 28), Twenty-Nine (No. 29), Thirty (No. 30), Thirty-One (No. 31), Thirty-Two (No. 32), Thirty-Three (No. 33), Thirty-Four (No. 34), Thirty-Five (No. 35), ~~Thirty-Six (No. 36), Thirty-Seven (No. 37), Thirty-Eight (No. 38), and Thirty-Nine (No. 39)~~, Section Number Ninety (No. 90), plat of Green Haven, recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 1, folio 346.

Being part of the lots of ground described in a deed dated September 17, 1934, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 130, folio No. 213, etc., from Milton G. Erdman to within named mortgagors.



FILED

1957 MAY -4 PM 12:06

It is agreed between the parties hereto that, upon any change in title to the within described property, the entire unpaid balance hereunder shall, at the option of the mortgagee, its successors or assigns, become immediately due and demandable.

TOGETHER with the improvements thereon; and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lots of ground and premises, unto the said Mortgagee, its successors and assigns, ~~forever in fee simple.~~ ~~during the term of the term of years therein expressed therein, with the right and benefit of~~ ~~reversion and reversion, subject to the payment of the yearly rent of~~ ~~payable in equal parts~~ ~~around instalments on the~~ ~~do not~~ ~~and~~ ~~in each and every year.~~

IF, HOWEVER, the said Mortgagor s shall make the payments and perform the covenants herein on their part contained, then this Mortgage shall be void.

AND the said Mortgagors , for themselves, their heirs, cutors, administrators and assigns, covenant with the said mortgagee,, its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns weekly, the sum of twenty-five cents on each of said shares of stock as dues, until the combined payment of dues shall amount to one hundred --- Dollars for each of said shares, and also to pay weekly, the sum of twelve---

cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of one hundred----- dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, water rent and taxes and all other public dues, charges, rent and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, water rent and other public dues and charges and the ground rent and insurance upon said property, the said MORTGAGORS hereby covenant to pay to the said MORTGAGEE, the further sum of One Dollars and Fifty cents weekly, which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance thereon, that the said MORTGAGORS will on demand pay the difference to the said MORTGAGEE, but should said sum so paid in any one year be in excess of the amount necessary to pay the said above mentioned charges and expenses upon said property, then said excess shall be credited by the said MORTGAGEE, on the fines, interest and principal due on said Mortgage debt; also to pay all fines that may be imposed on them by the said MORTGAGEE in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

AND it is agreed that until default is made the said Mortgagor s, their heirs, personal representatives or assigns, shall retain possession of the mortgaged property, but upon any such default, the entire indebtedness shall become due and payable.

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagors hereby also authorize the said Mortgagee, its successors or assigns or Joseph L. Leitzer, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of One Hundred & Fifty--Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor s, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WITNESS the hands and seal s of the said Mortgagors

TEST:

Rita A. Brown
(Rita A. Brown)

William P. Bevan
(William P. Bevan) (SEAL)

Mildred Sinclair Bevan
(Mildred Sinclair Bevan) (SEAL)

Mildred Sinclair Bevan
(Mildred Sinclair Bevan) (SEAL)

STATE OF MARYLAND, City of Baltimore,

SS:

I HEREBY CERTIFY, that on this 8th day of June, nine hundred and fifty-six, before me, a Notary Public in and for Baltimore City William P. Bevan and Mildred Sinclair Bevan, his wife,

in the year one thousand of the State of Maryland, aforesaid, personally appeared

the Mortgagors, named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Adam Kutz, President of the within named body corporate, mortgagee herein, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as therein set forth.

(As witness my hand and Notarial Seal.

Rec'd for record June 11, 1956, at 9.01 AM.

Rita A. Brown
(Rita A. Brown) Notary Public.

4 Mailed to Joseph L. Leitzer

LIBER 105 PAGE 592
MORTGAGE

FROM

William P. Bevan and Mildred

Sinclair Bevan, his wife,

TO

Canton Pulaski Polish Building

Association of Baltimore City.

BLOCK NO. _____

Received for Record _____ 19
at _____ o'clock _____ M. Same day recorded in
Liber _____ No. _____ Folio _____
Land Records of _____
and examined per _____
Cost of Record, \$ 6.75

RECORDED IN LIBERTY
LAND RECORDS OF
BALTIMORE COUNTY
JUN 11 1916
NO. 1035
Clerk.

Joseph L. Leitzer,
Canton National Bank Building,
Clinton & Elliott Sts.,
Baltimore 24, Md.

The Daily Record Company, Baltimore, Md.

CANTON PULASKI POLISH BUILDING ASSOCIATION
OF BALTIMORE CITY, a body corporate,

vs.

WILLIAM F. BEVAN and MILDRED SINCLAIR
BEVAN, his wife.

IN THE

CIRCUIT COURT NO. 2
FOR ANNE ARUNDEL COUNTY, IN EQUITY.

OF

BALTIMORE

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of Canton Pulaski Polish Building Association
of Baltimore City, a body corporate,

under the mortgage from William F. Bevan and Mildred Sinclair Bevan, his wife,

to said Canton Pulaski Polish Building Association of Baltimore City,

dated the 8th day of June, 1956, and recorded among the Land
Records of Anne Arundel County in Liber E.P.S. No. 103, folio 196, etc.,
Records of Baltimore xix Liber No. XE616

Amount of mortgage,	\$ 3,000.00
Less, amount paid on account,	39.60
	\$ 2,960.40
Interest and fines, 44 weeks,	224.40
	\$ 3,184.80
Less, amount in expense account,	13.50
	\$ 3,171.30

Stephen N. Nowacki
President.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

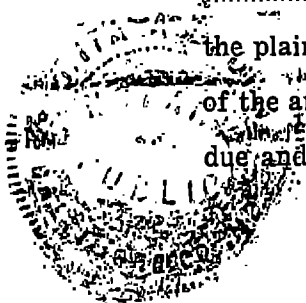
I HEREBY CERTIFY, That on this 4th day of June, in the year nineteen
hundred and fifty-seven, before me, a Notary Public of the State of Maryland,
in and for said City of Baltimore, personally appeared Stephen N. Nowacki, President
of Canton Pulaski Polish Building Association of Baltimore City,

the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement
of the amount of the mortgage claim under the mortgage filed in the said cause now remaining
due and unpaid.

FILED

1957 JUN -5 AM 11:15

Notary Public
Notary Public.



The Fidelity and Casualty Company of New York

Know All Men by these Presents.

That we, Joseph L. Leitzer, Canton National Bank, Clinton and Elliott Sts.,
Baltimore 24, Maryland

as principal,
and the FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation duly organized under
the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the
full and just sum of Five Thousand and no/100

Dollars,
to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done,
we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or As-
signs jointly and severally, firmly by these presents.

Sealed with our seals and dated this 4th day of June

, in the year of our Lord Nineteen Hundred and Fifty seven

Whereas, the above bounden Joseph L. Leitzer

by virtue of the power contained in a mortgage from WILLIAM P. BEVAN AND MILDRED SINCLAIR BEVAN,
h/w to CANTON PILASKI POLISH BUILDING ASSOCIATION OF BALTIMORE CITY

bearing date the 8th day of June, 1956,

and recorded among the mortgage records of Anne Arundel County, Maryland

in Liber G.T.C. No. 1035 Folio 348 196, and

Joseph L. Leitzer

is about to sell the land and premises described in said mortgage, default having been made in the payment
of the money as specified, and in the conditions and covenants therein contained.

The Condition of the above Obligation is such, that if the above bounden

Joseph L. Leitzer

do and shall well and truly and faithfully perform the trust reposed in him
under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by
any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the
above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Joseph L. Leitzer

has hereto set his hand and seal and the said corporation has caused these presents to be duly
signed by its Attorney-In-Fact, attested by us, the day and year first
herein above written.

Signed, sealed and delivered
in the presence of

Rita A. Brown (Rita A. Brown) as to principal.

Joseph L. Leitzer

(Seal)

(Seal)

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK

Attest:

Mary E. Brown as to surety

Bond 1853, 200 ★ (36067817)

1957 JUN - 6 AM 9:20

(MORTGAGEE'S OR ATTORNEY'S BOND)

By

Robert S. Zetzer

Attorney

Bond approved this 6th day
of June 1957.

George T. Cromwell, Pres

CANTON FULASKI POLISH BLDG. ASSN. OF

BALTIMORE CITY, A BODY CORPORATE,

vs.

WILLIAM P. BEVAN AND MILDRED SINCLAIR

BEVAN, HIS WIFE.

LIBER 105 PAGE 595
IN THE

Circuit Court No. 2

FOR ANNE ARUNDEL COUNTY, IN EQUITY.

XXGXX

BALTIMORE CITY

No. 12, 142 Equity

To The Honorable Judge of the Circuit Court for Anne Arundel County, in Equity:

~~Circuit Court No. 2 of Baltimore City~~

The Report of Sale of Joseph L. Litzer, Attorney Named in Mortgage,

~~Trustee~~ appointed by the decree in the above entitled cause, to make sale of fee simple property known as Lots Nos. 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35, Section No. 90, Plat of Green Haven, recorded among the Land Records of Anne Arundel County in Flat Book N&X W.N.W. No. 1, folio 346,

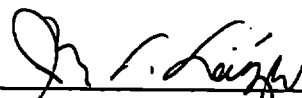
in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale,

XXXXXXXXXX

~~daily newspaper~~ published in Baltimore City for more than three

~~successive weeks preceding the day of sale~~ said Trustee said Attorney Named in Mortgage

did pursuant to said notice on Friday, the 7th day of June, 1957, at 3 o'clock P.M., attend on the premises and then and there sold said fee simple property unto Canton Pulaski Polish Building Association of Baltimore City, a body corporate, at and for the price of Thirty-Six Hundred Dollars (\$3,600.00), it being the highest bidder therefor.


(Joseph L. Litzer) Attorney Named in Mortgage.

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 8th day of June, 1957, before me, the subscriber, a ^{Notary Public} Justice of the Peace of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Joseph L. Litzer, Attorney Named in Mortgage,

Trustee and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

FILED

1957 JUN 11 AM 9:37

RITA A. BROWN

Notary Public.

ORDER NISI

LIBER 105 PAGE 596

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,142 Equity

CANTON PULASKI POLISH BLDG. ASSN.
OF BALTIMORE CITY, A BODY CORPORATE

versus

WILLIAM P. BEVAN AND
MILDRED SINCLAIR BEVAN, HIS WIFE

Ordered, this 11th day of June, 1957, That the sale of the property in these proceedings mentioned made and reported by Joseph L. Leitzer, Attorney Named in Mortgage ~~XXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of July next.

The report states that the amount of sales ^{was} ~~to be~~ \$ 3,600.00

FILED 1957 Junell
9:55 AM

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

CANTON PULASKI POLISH BLDG. ASSN.
OF BALTIMORE CITY, A BODY CORPORATE

versus

WILLIAM P. BEVAN AND
MILDRED SINCLAIR BEVAN, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of July, 1957, that the sale made and reported by the ~~Attorney~~ ^{Attorney} aforesaid, be and the same hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Attorney~~ ^{Attorney} allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1957 JUL 17 PM 3:13

Benjamin Michaelson
Judge

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order NisiIN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

No. 12,142 Equity

GANTON PULASKI, POLISH BLDG.
ASSN. OF BALTIMORE CITY, A
BODY CORPORATE

Vs.

WILLIAM P. BEVAN AND MILDRED
SINCLAIR BEVAN, HIS WIFE.Ordered, this 10th day of June, 1957,
That the sale of the property in these
proceedings mentioned made and re-
ported by Joseph L. Leltzer, Attorney
Named in Mortgage BE RATIFIED
AND CONFIRMED, unless cause to the
contrary there of be shown on or before
the 15th day of July next: Provided, a
copy of this Order be inserted in some
newspaper published in Anne Arundel
County, once in each of three successive
weeks before the 15th day of July next.The report states that the amount of
sale was \$3,600.00.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

JX-8

CERTIFICATE OF PUBLICATIONAnnapolis, Md., July 13, 1957

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,142William P. Bevan

was published in

Maryland Gazettea newspaper published in the City of Annapolis, Anne Arundel
County, Maryland, once a week for 4successive weeks before the 15thday of July, 1957. The firstinsertion being made the 13th day ofJune, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 1058**FILED**

1957

JUL 16 PM 3:18

By

A. Tilghman

In the Case of

Canton Pulaski Polish Building

Association of Baltimore City

VS.

William P. Bevan

and

Mildred Sinclair Bevan, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,142

Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account.

September 3, 1957

All of which is respectfully submitted.

Laura M. Dickelburg
Auditor

FILED

1957 SEP 27 PM 12:30

Dr.

Canton Pulaski Polish Building Association of Baltimore City vs. ^{in ac.}
 William P. Bevan and Mildred Sinclair Bevan, his wife

To Attorney for Fee, viz:	150	00		
To Attorney for Commissions, viz:	138	00	288	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	37	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sunpapers - advertising sale	34	00		
Real Estate Cards	3	50		
Fidelity & Casualty Co. of N.Y. - bond premium	20	00		
Alex Cooper - auctioneer's fee	25	00		
One-half Federal documentary stamps	2	20		
One-half State documentary stamps	2	20		
Rita A. Brown - notary fees	1	00	139	42
To Canton Pulaski Polish Building Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	3,121	08	3,121	08
			3,600	00
Amount of mortgage claim filed	3,171	30		
Cr. Amount allowed above	3,121	08		
Balance subject to decree in personam	50	22		

Cr.

[illegible]

ORDER NISI

LIBER 105 PAGE 601

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Canton Pulaski Polish Building
Association of Baltimore City

VERSUS

William P. Bevan
and

Mildred Sinclair Bevan, his wife

No. 12,142

Equity.

ORDERED, This 27 day of September, 1957, That the
Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 4th
day of November next; Provided a copy of this Order be inserted in some newspaper
published in Anne Arundel County, once in each of three successive weeks before the
4th day of November next.

In the Circuit Court for Anne Arundel County
Filed 27 Sept., 1957, at 12:30 P.M.
George T. Cromwell, Clerk

ORDERED BY THE COURT, this 5th day of November, 1957, that the
aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause
to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion
of interest as the same has been or may be received.

Benjamin Michaelson
Judge

FILED

1957 NOV -5 PM 3:56

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 12,142 Equity
Canton Pulaski Polish Building
Association of Baltimore City
Versus

William P. Bevan and

Mildred Sinclair Bevan, his wife

Ordered, this 27th day of September, 1957, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 4th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of November next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk
O-17

CERTIFICATE OF PUBLICATION

Annapolis, Md., *November 4*, 19*57*

We hereby certify, that the annexed

Order Nisi E.g. 12,142
Auditor account

William P. Bevan.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, once a week for *3*

successive weeks before the *4th*

day of *November*, 19*57*. The first

insertion being made the *3rd* day of

October, 19*57*.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. *14297* 1957 NOV -4 PM 3:08

By

H. Tilghman